EXHIBIT 18

#1

STRATEGIC 0001 .

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (the "Agreement"), is made and entered into as of this 5th day of February, 2014, by and among Strategic Global Investments, Inc., a Delaware corporation, having an address of 8451 Miralani Drive, Suite D, San Diego, California 92126 (the "Purchaser"), and Robert Coffy, having an address of 40723 Mountain Pride Drive, Murrieta, California 92562, (the "Seller").

WITNESSETH:

WHEREAS, the Seller owns one (1) share of the common stock (the "Share") of BearPot, Inc., a Colorado corporation (the "Company), which is the only issued and outstanding share of stock of the Company;

WHEREAS, the Sellers desire to sell, and Purchaser desires to purchase, the Share in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual premises herein contained and intending to be legally bound hereby, Purchaser and Sellers agree as follows:

SECTION 1. PURCHASE AND SALE

- 1.01 Purchase of Share. Subject to the terms and conditions of this Agreement, Seller agrees to sell, transfer and assign to Purchaser, all of Seller's right, title and interest in and to the Share, and Purchaser agrees to purchase the Share from Seller. At the Closing (as hereinafter defined), any share certificate which represents the Share will be delivered to the Purchaser duly endorsed in blank for transfer, or if no share certificate exists, an assignment and bill of sale of the Share satisfactory in form to the Purchaser and executed by the Seller transferring the Share to Purchaser shall be delivered to Purchaser.
- 1.02 <u>Closing.</u> The closing will take place at a time and place to be agreed upon by the parties (the "Closing").
- 1.03 <u>Purchase Price</u>. The purchase price to be paid by Purchaser for the Share (the "Purchase Price") shall be Fifty Thousand and 00/100 Dollars (\$50,000.00), which shall be paid by Purchaser as follows: \$50,000 in cash.
- (a) At the Closing, Purchaser will deliver to Seller \$10,000 by check or wire transfer and the balance within 30 days from closing.
- (b) Beginning on March 1, 2014 and on the first of each month thereafter for five (5) additional months, the Purchaser will deliver to Seller by check the amount of \$2,000 for a total of \$10,000.

SECTION 2. REPRESENTATIONS AND WARRANTIES

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- 2.01 <u>Representations and Warranties of Seiler.</u> Seller represents and warrants to Purchaser as follows:
 - (a) <u>Authority.</u> Seller has the right, power, capacity and authority to enter into and perform his obligations under this Agreement, including selling the Share, and consummate the transactions contemplated herein;
 - (b) Execution. This Agreement has been duly and validly executed and delivered by Seller and constitutes a valid and binding obligation of Seller enforceable against him in accordance with the terms set forth herein, except to the extent such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the rights of creditors generally, and by general principles of equity;
 - (c) <u>Shares.</u> . The Shares are owned beneficially and of record solely by Seller free and clear of liens or encumbrances, and valid title to the Shares shall pass to Purchaser at the Closing, free and clear of liens or encumbrances;
 - (d) <u>Consents.</u> To the best of Seller's knowledge, no consent or approval of any person or entity is necessary for the sale of the Share to Purchaser as contemplated by this Agreement;
 - (e) <u>Proceedings.</u> To the best of Seller's knowledge, no action, suit, proceeding or order to restrain or prohibit the consummation of the transactions contemplated under this Agreement is currently pending or threatened;
 - (f) Assets. The assets the Company owns are: (a) equipment with a market value of \$10,000 and (b) living plants that are healthy and growing and have a market value of \$5,000 and training by the Seller in the field of cannabis cultivation, sales and assist in obtaining any and all new licenses and permits that may be required due to changes in Colorado law valued by the parties at \$35,000.
 - (g) <u>Real Property.</u> The Company does not own any real property and is leasing the facility.
 - (h) <u>Existing Liabilities.</u> The Company does not have any liability or obligation of any nature (whether known or unknown and whether absolute, accrued, contingent, or otherwise) and will not have any at the time of the Closing;
 - (i) <u>Employees.</u> The Company has no employees but engages several independent contractors and consultants.
 - (j) Compliance with Laws.

- (i) The Company has at all times been in compliance with every legal Requirement that is or was applicable to it or the conduct of its business or the ownership or use of any of its assets at the time of purchase.
- (ii) No event has occurred or circumstance exists that (with or without notice or lapse of time) (A) could constitute or result in a violation by the Company of, or a failure on the part of the Company to comply with, any legal requirement, or (B) could give rise to any obligation on the part of the Company to undertake, or to bear all or any portion of the cost of, any remedial action.
- (iii) The Company has not received any notice or other communication (whether oral or written) regarding (A) any actual, alleged, or potential violation of, or failure to comply with, any legal requirement, or (B) any actual, alleged, or potential obligation on the part of the Company to undertake, or to bear all or any portion of the cost of, any remedial action;
- (iv) The Company understands that there have been some changes to the Colorado laws and plans to comply with all of the laws of Colorado by applying and obtaining all licenses and permits that the new laws require with the help of Seller and Consultants hired by the company to provide such assistance. The Company will not sell any inventory until such laws are complied with.
- (k) Environmental. To the knowledge of Seller, the proposed operations of the Company and/or its use of its assets do not violate any Legal requirement pertaining to the collection, transportation, storage, treatment, discharge, release, processing, handling, or disposal of substances that might pollute, contaminate, or be hazardous or toxic if present in the air, ground, or surface water, land or other parts of the environment or other wastes, including, without limitation (a) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§9601 et seq.), as amended from time to time ("CERCLA") (including, without limitation, as amended pursuant to the Superfund Amendments and Reauthorization Act of 1986), and such regulations promulgated under CERCLA, (b) the Resources Conservation and Recovery Act of 1976 (42 U.S.C. §§6901 et seq.), as amended from time to time ("RCRA") and such regulations promulgated under RCRA, and (c) any applicable federal, state, or local laws or regulations relating to the condition of the air, ground or surface water, land or other parts of the environment, to the release or potential release of any substance into the air, ground or surface water, land, or other parts of the environment (collectively, the "Applicable Environmental Laws"), and, to the knowledge of Seller, none of the proposed operations of the Company would constitute a violation of any of the applicable environmental laws that would have a material adverse effect on the financial condition, assets, business, or property of the Company taken as a whole; and
- (l) <u>Broker.</u> Seller has not incurred any obligation or liability, contingent or otherwise, for any brokerage or finder's fee or agent's commission or other

similar payment in connection with this Agreement or the transaction contemplated hereby.

- 2.02 <u>Representations and Warranties of Purchaser.</u> Purchaser represents and warrants to Seller as follows:
 - (a) <u>Authority.</u> Purchaser has the right, power and authority to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby;
 - (b) Execution. This Agreement has been duly and validly executed and delivered by Purchaser and, when delivered, will constitute a valid and binding obligation of Purchaser enforceable in accordance with the terms set forth herein, except to the extent such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the rights of creditors generally, and by general principles of equity;
 - (c) <u>Consents.</u> To the best of Purchaser's knowledge, no consent or approval of any person or entity is necessary for the consummation by Purchaser of the transactions contemplated by this Agreement; and
 - (d) <u>Proceedings.</u> To the best of Purchaser's knowledge, no action, suit, proceeding or order to restrain or prohibit the consummation of the transactions contemplated under this Agreement is currently pending or threatened.
 - (e) Stock Restrictions. Purchaser acknowledges that he is aware that the Sale Shares have not been registered under the Securities Act of 1933, as amended, (the "Securities Act") nor under any state securities law. Purchaser further acknowledges that the Sale Shares cannot be sold or transferred except in compliance with the Securities Act and any applicable state securities law. Finally, Purchaser acknowledges that, as a result of the foregoing, the Sale Shares will bear a restrictive legend that will prevent their sale unless they are registered under the Securities Act or are sold under an exemption available thereunder.
- 2.03 <u>Survival.</u> The representations and warranties of the parties hereto contained in this Agreement shall survive the Closing and consummation of the transactions contemplated by this Agreement for a period of two (2) years from the Closing.

SECTION 3. CONDITIONS TO PURCHASER'S OBLIGATIONS

3.01 The obligation of Purchaser to consummate the transaction contemplated by this Agreement is subject, in the sole discretion of Purchaser, to the satisfaction, on or prior to the Closing, of each of the following conditions (any of which may, in the sole discretion of Purchaser, be waived in whole or in part):

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- (a) <u>Representations, Warranties and Obligations</u>. All representations and warranties of Seller contained in this Agreement shall be true and correct in all respects as of the Closing, and Seller shall have performed all obligations to be performed by it as of the Closing pursuant to this Agreement.
- (b) <u>Consents.</u> All approvals, consents, licenses, registrations, authorizations and waivers necessary, including those of lenders, governmental authorities and others shall have been obtained, to permit Seller to transfer the Shares pursuant to this Agreement.
- (c) Good Standing. Purchaser shall have received a good standing certificate from the Colorado Department of State, showing the Company to be in good standing.
- (d) <u>Changes</u>. There shall not have been any material adverse change in the condition of the assets of the Company prior to the Closing.

SECTION 4. POST-CLOSING MATTERS

4. <u>Funding By Purchaser</u>. After the Closing, Purchaser shall contrib te to the Company the sum of \$2,000 per month for 5 months starting on March 1, 2014 and on the first of each month for the next 4 months thereafter.

SECTION 5. MISCELLANEOUS

- 5.01 <u>Captions.</u> The captions of the various sections and subsections used herein are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.
- 5.02 Notices. Any notice given hereunder by a party to the other party shall be in writing and shall be given either personally or sent by registered or certified mail, return receipt requested, which shall be addressed to the addresses of the parties set forth in the opening paragraph of this Agreement, or to such other address as may be designated by them. Any notice will be deemed delivered upon receipt thereof by the receiving party or on refusal of such receiving party to accept such notice.
- 5.03 Amendments; Applicable Law. The provisions of this Agreement may not be modified, amended, or waived except by a writing, executed by the parties hereto. This Agreement and all documents given in connection herewith shall be construed in accordance with the internal laws of the State of California without giving effect to the conflicts of laws principles thereof. Should any court find any provision of this Agreement to be less than fully enforceable due to its breadth or restrictiveness, or for any other reason, the parties hereto intend that the court shall enforce the remaining provision to the full extent permissible.
- 5.04 <u>Binding Effect and Assignment.</u> This Agreement shall inure to the benefit of, and shall be binding upon the parties hereto and their respective heirs, legal representatives,

successors and permitted assigns. This Agreement may not be transferred, assigned, pledged or hypothecated by either party without the prior written consent of the other party.

- 5.05 <u>Counterparts.</u> This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
- 5.06 Entire Agreement. This Agreement embodies the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral or written understandings, negotiations or communications on behalf of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

SELLER:

Robert Ceffy

PURCHASER:

Strategic Global Investments, Inc.

Andrew Fellner Presiden

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STRATEGIC 0009 *. .

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	rPot Inc BearPot li rPot Inc	nc						
PO NUMBE	R TERMS	S REP	SHIP	VIA	F.C	o.B.	(Customer ID
								BearPot Inc
YTITIANU	ITEM		DESCRIPT	ION		PRICE EA	СН	AMOUNT
0	355179		um XXXL -8" Air- 95, Saved \$720.1		r	\$18	5.94	\$1,859.40
		Sub To Sales T			859.40 155.44			
		Total:	•	\$2,	014.84			
		F	Payments	Amount				

Card Number: XXXX....2439, Authorization: 691719, Amount: \$2,014.84

\$2,014.84 \$2,014.84

VISA

X _____

Total Saved: \$720.10

No returns or exchanges on special order items. No returns or exchanges on liquids, medium, or open-boxed items.

Total: \$2,014.84

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 Wednesday, March 12, 2014
 27114

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 Page 1 of 2

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BearPot Inc BearPot Inc BearPot Inc

PO NUMB	ER TE	RMS REP	SHIP	VIA	F.C	D.B.	Customer ID
							BearPot Inc
QUANTITY	ITEM		DESCRIP	TION		PRICE EACH	AMOUNT
10	708415	HPS/MH 120		ote Ballast 1000 .50)	W	\$90.00	\$900.00
10	066965	EYE HORTIL LU1000B/HTI	UX - HPS Enh	anced 1000 Wat	t -	\$75.00	\$750.00
1	038877	Titan Controls Timer	s Helios 13 - 16 5, Saved \$130.	\$719.94	\$719.94		
		Sub Total Sales Tax	-		,369.94 3198.13		
		Total:		\$2	,568.07		
		Pa	yments	Amount			
		VISA		\$2	,568.07		
				\$2	,568.07		

Card Number: XXXX....2439, Authorization: 547078, Amount: \$2,568.07

X_____

Total Saved: \$929.01

Total: \$2,568.07

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Wednesday, March 12, 2014 27114
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BILL 10:	SHIP TO:

BearPot Inc BearPot Inc BearPot Inc

PO NUMBEI	R TERMS	REP	SHIP	VIA	F.O.B.		Customer ID
							BearPot Inc
						<u> </u>	
QUANTITY	ITEM		DESCRIPT	TION	PRICE	ACH	AMOUNT

No returns or exchanges on special order items. No returns or exchanges on liquids, medium, or open-boxed items.

Total: \$2,568.07

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DATE TICKET
Friday, March 14, 2014 27172
5:02:10 PM Page 1 of 3

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BILL	.TO:	

SHIP TO:

BearPot Inc BearPot Inc BearPot Inc

PO NUMBE	R TERMS	REP	SHIP	VIA	F.O.B.	C	ustomer ID
						E	BearPot Inc
QUANTITY	ITEM		DESCRIPT	ION	PRIC	E EACH	AMOUNT
1	1334		TER 10X39 140			\$193.25	\$193.25
10	199755	•	5, Saved \$111.7 lope Ratchet) - L	•	1/8" - 1	\$10.74	\$107.40
3	557502	Ideal Air Silve	Saved \$62.10) er/Silver Ducting Saved \$35.91)			\$22.98	\$68.94
4	820104	eco plus 18"	wall mount fan			\$47.94	\$191.76
4	752716	TITAN CONT	, Saved \$40.04) 'ROLS - Apollo 8 , Saved \$12.04)	3		\$8.94	\$35.76
1	718840	Can-Fan Max)		\$220.74	\$220.74
2	770	Sunshine Mix	#4 Aggregate Saved \$27.92)	Plus - 3.8 cu.f	t.	\$38.99	\$77.98
2	053674	FOX FARM -	Ocean Forest S Saved \$11.98)		Bag	\$14.96	\$29.92
2	394722	MOTHER EA	RTH - Perlite #4 Saved \$35.90)	l - 4cu. ft. bag)	\$28.00	\$56.00
40	822983	SMART POT	5 GALLON (500 Saved \$38.00)	CS)		\$5.00	\$200.00
40	022523	SMART POT	1 GALLON (100	OCS)		\$2.00	\$80.00
2	279	Panda Film F	Saved \$7.60) toll - 10' X 100'			\$65.00	\$130.00
3	379433	Wind King 8"	Saved \$55.90) Inline Fan 745 (ps	\$85.00	\$255.00
1	050487	Bluelab Soil p		•		\$178.75	\$178.75
1	147909	•), Saved \$61.25 y Sump Pump 1	•		\$81.19	\$81.19

Total: \$2,735.88

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 Page 2 of 3

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1 DH.L.	iu:

BearPot Inc BearPot Inc BearPot Inc

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PO NUMBI	ER :	TERMS	REP	SHIP	VIA	F.O.B.	<u>C</u>	ustomer ID
								BearPot Inc
					<u> </u>			
QUANTITY	ITE	A		DESCRIP	TION	PRICE	ACH	AMOUNT
				5, Saved \$27.7				
1	932	EC	OPLUS - (	Commercial Air	1 - 18 watts - Sir	ngle :	\$38.13	\$38.13
			let 38 Lite					
				Saved \$16.36				
2	416534				Diffuser - 1/4" ID		\$27.50	\$55.00
				Saved \$18.90			00.40	64.00
10	923964			K TUBING PE	R FOOT		\$0.10	\$1.00
				Saved \$0.50)			60.45	60 4E
1	609576			spenser with cu	itter - 164 ft		\$2.15	\$2.15
				Saved \$1.44)	MALL LUCT 07		\$55.00	\$220.00
4	680670				er MH - U/BT-37	HIL	ນວວ.ບບ	<b>Φ220.00</b>
	777040			Saved \$127.8		(Ce)	\$29.94	\$29.94
1	777049				3 in Opening (12	<i>(</i> CS)	Ψ <b>2</b> 3.34	Ψ23.34
4	531664			, Saved \$10.01	, ring Can 2.6 Gall	on	\$19.81	\$19.81
1	531004			. Saved \$7.14)	ring Can 2.0 Can		Ψ.σ.σ.	<b>V.0.0</b> .
1	765868			64 oz/1.9 Liter	Spray Bottle		\$5.94	\$5.94
1	703000		PRAYER)	07 02 1.0 LIKE	opiay bottle		<b>,</b>	•
				Saved \$3.55)				
3	891431	•	ro Zip-Up	,			\$8.60	\$25.80
•				Saved \$11.07	)			
1	188286	TIT	AN CONT	ROLS - Zephy	r 1 - Day/Night		\$63.00	\$63.00
•				Controller				
				Saved \$20.95				
1	126515	Fis	kars Micro	Tip Blades Pr	uning Snip 2/Pac	k	\$24.95	\$24.95
			Cs)					
		(W	as \$32.95	, Saved \$8.00)				244.00
40	661262				STIC SAUCER		\$1.03	\$41.20
		(W	as \$1.35,	Saved \$12.80)	OTIO OALLOTO (	40/00)	<b>60.00</b>	\$91.20
40	963094				STIC SAUCER (	40/05)	\$2.28	Φ91.20
		(W	as \$3.09, l	Saved \$32.40)				

Total: \$2,735.88

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Friday, March 14, 2014 27172
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BearPot Inc BearPot Inc BearPot Inc

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PO NUMBER	TERMS	l REP	SHIP	l via i	F.O.B.	Customer ID
					•	BearPot Inc
	1	j				
QUANTITY	ITEM		DESCRIPT	ION	PRICE E	ACH AMOUNT

 Sub Total:
 \$2,524.81

 Sales Tax:
 \$211.07

 Total:
 \$2,735.88

Payments Amount

VISA \$2,735.88

\$2,735.88

Card Number: XXXX....2439, Authorization: 804466, Amount: \$2,735.88

X

Total Saved: \$1,109.78
Paid for: 10 Magnum Hoods

No returns or exchanges on special order items. No returns or exchanges on liquids, medium, or open-boxed items.

Total: \$2,735.88

STRATEGIC 00015 . . .

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Monday, March 17, 2014 27261
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BearPot Inc BearPot Inc BearPot Inc

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PO NUMBI	R	TERMS	REP	SHIP	VIA	F.	O.B.	C	ustomer ID
								8	learPot Inc
QUANTITY	T'	ITEM		DESCRIPT	TION		PRICE E	ACH	AMOUNT
1	8020	07	Liters	den Soil Nutrier 9, Saved \$81.89	, -	ther) 20	\$1	28.10	\$128.10
1	8018	35	House & Gar	den Drip Clean Saved \$23.39)	1 Liter		\$	36.60	\$36.60
1	802	14	House & Gai	den Roots Exce 9, Saved \$105.2	elurator 1 Lil	er	\$1	64.70	\$164.70
1	2520	096	House & Gar	den Amino Trea 9, Saved \$74.09	atment 1L		\$1	15.90	\$115.90
1	802	16		den Multi Zen - 9, Saved \$66.29			\$1	03.70	\$103.70
1	802	19	House & Gar	den Bud XL 5 9, Saved \$87.74	Liters		\$1	37.25	\$137.25
1	8022	21		den Top Booste , Saved \$8.87)	er - 500 millilite	er	\$	13.12	\$13.12
1	5787	792		den Top Shoote 9, Saved \$88.35			\$13	36.64	\$136.64
1	8018	32		den Magic Gree , Saved \$37.43)			\$	58.56	\$58.56
1	9316	577		den Nitrogen Bo , Saved \$2.01)	oost 1L (12cs)		\$:	59.99	\$59.99
			Sub Tota Sales Ta			\$954.56 \$79.80			
			Total:	•		61,034.36			

Total: \$1,034.36

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Monday, March 17, 2014 27261
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BearPot Inc BearPot Inc BearPot Inc

	PO NUMBER	TERMS	REP	SHIP	VIA	F.O.			Customer ID
									BearPot Inc
L									
L	QUANTITY	ITEM		DESCRIPT	ION		PRICE EA	CH	AMOUNT

Card Number: XXXX....2439, Authorization: 443660, Amount: \$1,034.36

X _____

Total Saved: \$575.35

No returns or exchanges on special order items. No returns or exchanges on liquids, medium, or open-boxed items.

Total: \$1,034.36

STRATEGIC 00017.

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 Page 1 of 2

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BearPot Inc BearPot Inc BearPot Inc

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PO NUMBI	ER 7	ERMS	REP	SHIP	VIA	F.0	.8. C	ustomer ID
							E	BearPot Inc
QUANTITY	ITEN			DESCRIP	TION		PRICE EACH	AMOUNT
1,	421779			6 2 Pre-set C02 6, Saved \$54.9			\$245.00	\$245.00
1	9900758	C.A Co2	.P. (Custo ! Controlle	•	Products) - Atmo	sphere	\$160.00	\$160.00
1	569909	20lb	Tank	), Saved \$35.0	•		\$140.00	\$140.00
1	945216	TIT	AN CONT	ROLS - CO2 F , Saved \$28.7	REGULATOR		\$86.25	\$86.25
1	828850	Tita Tub	n Controls ing	•	ior System w/ 25	ft	\$13.70	\$13.70
-1	188286	ŤIT.	AN CONT	•	r 1 - Day/Night		\$63.00	(\$63.00)
-1	050487		elab Soil p				\$178.75	(\$178.75)
1	370878	Blue	elab Soil F		0)		\$135.00	\$135.00
			Sub Total Sales Tax		\$	538.20 \$45.00		
			Total:		\$	5583.20		
			Pa	yments	Amount			
			VISA			5583.20		
					\$	583.20		

Total: \$583.20

STRATEGIC 00018

 DATE
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 Saturday, March 22, 2014
 27381

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 Page 2 of 2

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BearPot Inc BearPot Inc BearPot Inc

	PO NUMBER	TERMS	 REP	SHIP	ViA	F.O.B.		Customer ID
								BearPot Inc
			 1					A
1	QUANTITY	ITEM		DESCRIPT	ION	PRICE	ACH	AMOUNT

Card Number: XXXX....2439, Authorization: 671415, Amount: \$583.20

x _____

Total Saved: \$147.65

No returns or exchanges on special order items. No returns or exchanges on liquids, medium, or open-boxed items.

Total: \$583.20

STRATEGIC.00019 .

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Tuesday, March 11, 2014 27074 6:35:48 PM Page 1 of 1

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BearPot Inc BearPot Inc BearPot Inc

PO N	UMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
	***************************************	***************************************					BearPot Inc
							Dean of the
QUAN	TITY	ITEM		DESCRIPT	ION	PRICE E	ACH AMOUNT

10 355179

Sun - Magnum XXXL -8" Air-Cooled Reflector (Was \$257.95, Saved \$720.10)

\$185.94

\$1,859.40

 Sub Total:
 \$1,859.40

 Sales Tax:
 \$155.44

 Total:
 \$2,014.84

Payments Amount

VISA \$2,014.84

\$2,014.84

Card Number: XXXX....2439, Authorization: 691719, Amount: \$2,014.84

X ____

Total Saved: \$720.10

No returns or exchanges on special order Items. No returns or exchanges on liquids, medium, or open-boxed items.

Total: \$2,014.84

STRATEGIC 00021 ...

 DATE
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 Wednesday, March 12, 2014
 27114

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 Page 1 of 2

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BearPot Inc BearPot Inc BearPot Inc

PO NUMB	ER	TERMS	REP	SHIP	VIA	F.	O.B.	С	ustomer ID	
	1							E	BearPot Inc	
QUANTITY	<u> </u>	ITEM [		DESCRIP	TION		PRICE E	ACH	AMOUNT	
10	70841	15	HPS/MH 120/		ote Ballast 1000v	,	\$:	90.00	\$900.00	
10	06696	<b>35</b>	EYE HORTILI LU1000B/HTL	UX - HPS Enh	anced 1000 Wat	:-	\$75.00		\$750.00	
1	03887	77	Titan Controls Timer	-	Light Controller	with	\$7	19.94	\$719.94	
			Sub Total			369.94 198.13				
			Total:		\$2,	568.07				
			Pay	/ments	Amount					
			VISA		\$2,	568.07				
					\$2,	568.07				

Card Number: XXXX....2439, Authorization: 547078, Amount: \$2,568.07

X_____

Total Saved: \$929.01

Total: \$2,568.07

STRATEGIC 00022

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BILL TO:	SHIP TO:

BearPot Inc BearPot Inc BearPot Inc

	PO NUMBER TERMS REP SHIP VIA F.O.B.					Customer ID	
							 BearPot Inc
ı	A1141/2007	19999					
QUANTITY ITEM DESCRIPTION					PRICE E	AMOUNT	

No returns or exchanges on special order items.

No returns or exchanges on liquids, medium, or open-boxed items.

Total: \$2,568.07

STRATEGIC 00023.

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į	BILL TO:
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SHIP TO:

BearPot Inc BearPot Inc BearPot Inc

PO NUMB	ER	TERMS	REP	SHIP	VIA	F.O.B.	C	ustomer ID
							E	BearPot Inc
QUANTITY		TEM		DESCRIP	TION	PRICE	EACH	AMOUNT
1	1334			TER 10X39 14 5, Saved \$111.		\$	193.25	\$193.25
10	19975	5 Pi pa	ROGRIP (R air	ope Ratchet) - Saved \$62.10	Light Hangers	1/8" - 1	\$10.74	\$107.40
3	55750	2 ld	eal Air Silve	er/Silver Ducting Saved \$35.91	10x25		\$22.98	\$68.94
4	820104	4 ec	o plus 18" v	wall mount fan Saved \$40.04)			\$47.94	\$191.76
4	752716	5 TI	TAN CONT	ROLS - Apollo Saved \$12.04	8		\$8.94	\$35.76
1	718840	) Či	an-Fan Max			\$	220.74	\$220.74
2	770	Šı	ınshine Mix	#4 Aggregate Saved \$27.92)	Plus - 3.8 cu.fl	<b>t.</b>	\$38.99	\$77.98
2	053674	4 F(	OX FARM -	Ocean Forest S Saved \$11.98)	Soil - 1.5cu.ft. E	Вад	\$14.96	\$29.92
2	394722	2 M	OTHER EA	RTH - Perlite # Saved \$35.90)	4 - 4cu. ft. bag	;	\$28.00	\$56.00
40	822983	3 Š1	MART POT	5 GALLON (50 Saved \$38.00)			\$5.00	\$200.00
40	022523	3 ŠI	MART POT	1 GALLON (10 Saved \$7.60)	OCS)		\$2.00	\$80.00
2	279	Pa	ında Film R	oll - 10' X 100' Saved \$55.90)		;	\$65.00	\$130.00
3	379433	3 W	nd King 8"	Inline Fan 745 ( Saved \$224.8	C.F.M. 1.7 Am	ps S	\$85.00	\$255.00
1	050487	Ble	uelab Soil p	H Meter	•	\$	178.75	\$178.75
1	147909	•	•	, Saved \$61.25 / Sump Pump 1	•	\$	81.19	\$81.19

Total: \$2,735.88

STRATEGIC 00024

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Friday, March 14, 2014 27172
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BILL TO:	

SHIP TO:

BearPot Inc BearPot Inc BearPot Inc

PO NUMB	ER	TERMS	REP	SHIP	VIA	F.O.B.	С	ustomer ID
							E	BearPot Inc
QUANTITY		ITEM		DESCRIPT	ION	PRICE E	ACH	AMOUNT
£4-1		(W	'as \$108.9	5, Saved \$27.76	)		.,	
1	932			Commercial Air		Single	\$38.13	\$38.13
		ou	tlet 38 Lite	r/min				
_				, Saved \$16.36)		_		<b>*</b> ·
2	4165			R - Double Air D		סו	\$27.50	\$55.00
40				, Saved \$18.90)			£0.40	64.00
10	9239			CK TUBING PER	(1001		\$0.10	\$1.00
4	coc	•		Saved \$0.50)	ne 164 <del>0</del>		€9 4E	£2.15
1	6095			spenser with cut Saved \$1.44)	ler - 104 R		\$2.15	\$2.15
4	6806	•		Saved \$1.44) _UX - 1000 Supe	r MH = 11/9T-3	R7 HTI	555.00	\$220.00
7	5000		-	, Saved \$127.80		77 111 hs	<b>,55.00</b>	ψ&&U.UU
1	7770			ge Dry Rack w/ 3		12/Cs) 5	\$29.94	\$29.94
•				, Saved \$10.01)	P	·,	·	Ţ ·
1	5316			asy Pour Wateri	ng Can 2.6 G	allon	\$19.81	\$19.81
•				, Saved \$7.14)	<u> </u>		-	
1	7658			64 oz/1.9 Liter S	pray Bottle		\$5.94	\$5.94
			PRAYER)					
		•		Saved \$3.55)				
3	8914		rp Zip-Up				\$8.60	\$25.80
		•		, Saved \$11.07)	4 5 64 **			222.22
1	1882			FROLS - Zephyr	7 - Day/Night	\$	63.00	\$63.00
				Controller				
4	1265	•		, Saved \$20.95) Tip Blades Prui	ning Spin 2/Da	ack (	524.95	\$24.95
1	120		skars iviicro 'Cs)	Tip blades Pidi	mig Stap ZP8	10A	アニマ・コン	φ <b>24.</b> 50
				, Saved \$8.00)				
40	6612			PREMIUM PLAS	TIC SAUCER	1	\$1.03	\$41.20
				Saved \$12.80)				• • • • • • •
40	9630			PREMIUM PLAS	TIC SAUCER	(40/CS)	\$2.28	\$91.20
				Saved \$32.40)		•		

Total: \$2,735.88

STRATEGIC 00025 ...

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One 10.

BearPot Inc BearPot Inc BearPot Inc

PO NUMBER	Customer ID				
					BearPot Inc
QUANTITY	ITEM	DESCRIPT	ION	PRICE E	ACH   AMOUNT

 Sub Total:
 \$2,524.81

 Sales Tax:
 \$211.07

 Total:
 \$2,735.88

 Payments
 Amount

VISA \$2,735.88 \$2,735.88

Card Number: XXXX....2439, Authorization: 804466, Amount: \$2,735.88

X_____

Total Saved: \$1,109.78
Paid for: 10 Magnum Hoods

No returns or exchanges on special order items. No returns or exchanges on liquids, medium, or open-boxed items.

Total: \$2,735.88

STRATEGIC 00026.

DATE TICKET

Monday, March 17, 2014 27261
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#### Reprint

BILL TO:	SHIP TO:
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BearPot Inc BearPot Inc BearPot Inc

PO NUMB	ER TE	RMS REP	SHIP	VIA	F.(	D.B.	Customer ID
							BearPot Inc
QUANTITY	ITEM		DESCRIP	TION		PRICE EACH	AMOUNT
1	80207	Liters		nt A & B (togeth	er) 20	\$128.10	\$128.10
1	80185	House & Gard	, Saved \$81.89 len Drip Clean Saved \$23.39)	1 Liter		\$36.60	\$36.60
1	80214		en Roots Exce	elurator 1 Liter	•	\$164.70	\$164.70
1	252096	House & Gard (Was \$189.99	en Amino Trea	atment 1L		\$115.90	\$115.90
1	80216	House & Gard (Was \$169.99	en Multi Zen	5 Liters		\$103.70	\$103.70
1	80219	House & Gard (Was \$224.99	en Bud XL 5	Liters		\$137.25	\$137.25
1	80221		en Top Booste	r - 500 milliliter		\$13.12	\$13.12
1	578792	House & Gard (Was \$224.99,	en Top Shoote	er 1L 5)		\$136.64	\$136.64
1	80182	House & Gard (Was \$95.99, \$	en Magic Gree	n – 1 Liter		\$58.56	\$58.56
1	931677	House & Gard (Was \$62.00, \$	en Nitrogen Bo	ost 1L (12cs)		\$59.99	\$59.99

 Sub Total:
 \$954.56

 Sales Tax:
 \$79.80

 Total:
 \$1,034.36

 Payments
 Amount

Payments Amount

VISA \$1,034.36

\$1,034.36

Total: \$1,034.36

STRATEGIC.00027 ...

DATE TICKET

Monday, March 17, 2014 27261
7:45:06 PM Page 2 of 2

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BILL TO:	SHIP TO:
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BearPot Inc BearPot Inc BearPot Inc

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1	PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
- [			***************************************	·~	***************************************	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	
ł							BearPot Inc
-1					1		
L		************************			ì		
ſ	QUANTITY	ITEM		DESCRIPT	ION	PRICE E	ACH AMOUNT
L				DEGO[(II) ]	ION		ACR   ANOUNI

Card Number: XXXX....2439, Authorization: 443660, Amount: \$1,034.36

x

Total Saved: \$575.35

No returns or exchanges on special order items. No returns or exchanges on liquids, medium, or open-boxed items.

Total: \$1,034.36

STRATEGIC 00028

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BILL TO:	
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BearPot Inc BearPot Inc BearPot Inc

PO NUMB	EK	TERMS	REP	SHIP	VIA	F.	О.В.	C	ustomer ID
	}							E	BearPot Inc
QUANTITY	ITEN		···································	DESCRIPT	TION		PRICE EAC	ЭН	AMOUNT
1	421779			6 2 Pre-set C02 6, Saved \$54.95			\$245	5.00	\$245.0
	9900758	C.A Co2	.P. (Custo Controlle	m Automated F r, Day - (CS 1) , Saved \$56.95	Products) - Atmo	sphere	\$160	.00	\$160.0
1	569909	2016	Tank	, Saved \$35.00	•		\$140	.00	\$140.00
1	945216	TIT	AN CONTI	ROLS - CO2 Ri , Saved \$28.70	EGULATOR		\$86	.25	\$86.2
1	828850	Tita Tub	n Controls ing	CO2 Regulation Saved \$4.25)	or System w/ 25	ft	\$13	.70	\$13.70
1	188286	TITA	AN CONTR perature (	ROLS - Zephyr	1 - Day/Night		\$63.	.00	(\$63.00
1	050487		lab Soil pl				\$178.	75	10170 75
J	370878	Blue	lab Soli Pi	H Pen Saved \$50.00	)		\$135.	-	(\$178.75) \$135.00
			Sub Total: Sales Tax:		•	538.20 \$45.00			
		•	Total:	-		583.20			
			Pay	ments	Amount				
		ī	/ISA		\$:	583.20			
				-	\$ !	83.20			

Total: \$583.20

STRATEGIC 00029.

DATE TICKET

Salurday, March 22, 2014 27361
10:04:27 AM Page 2 of 2

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BILL TO:	SHIP TO:
RearPot Inc GoorDat Inc	

PO NUMBER   TERMS   REP   SHIP   VIA   FOR   COLUMN									
	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID			
						······································			
1						BearPot Inc			
						1			
QUANTITY	ITEM		DESCRIPT	200NI	PRICE E				
	ACH AMOUNT								

BearPot Inc

Card Number: XXXX....2439, Authorization: 671415, Amount: \$583.20

Total Saved: \$147.65

No returns or exchanges on special order items. No returns or exchanges on liquids, medium, or open-boxed items.

Total: \$583.20

STRATEGIC 00030.

## #6

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BILL TO:	SHIP TO:
BearPot Inc BearPot Inc	

PONUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
						BearPot Inc
QUANTITY	ITEM		DESCRIPT	ION	PRICE E	ACH AMOUNT

10 355179

BearPot Inc

Sun - Magnum XXXL -8" Air-Cooled Reflector (Was \$257.95, Saved \$720.10)

\$185.94

\$1,859.40

 Sub Total:
 \$1,859.40

 Sales Tax:
 \$155.44

 Total:
 \$2,014.84

Payments Amount

VISA \$2,014.84
\$2,014.84

Card Number: XXXX....2439, Authorization: 691719, Amount: \$2,014.84

X

Total Saved: \$720.10

No returns or exchanges on special order items. No returns or exchanges on liquids, medium, or open-boxed items.

Total: \$2,014.84

STRATEGIC.00032 .. ..

 DATE
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 Wednesday, March 12, 2014
 27114

 6:52:29 PM
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	-
BILL TO:	SHIP TO:

BearPot Inc BearPot Inc BearPot Inc

PO NUMBE	ER TE	RMS REP	SHIP	VIA	F.C	D.B.	Customer ID	
							BearPot Inc	
QUANTITY	ITEM		DESCRIP	TION		PRICE EACH	AMOUNT	
10	708415	HPS/MH 120	Hardcore Remo 0/240 5, Saved \$249.	)w	\$90.00	\$900.00		
10	066965	EYE HORTII LU1000B/HT	LUX - HPS Enha	\$75.00	\$750.00			
1	038877	Timer	ls Helios 13 - 16 5, Saved \$130.	\$719.94	\$719.94			
		Sub Tota Sales Ta		\$	2,369.94 \$198.13			
		Total:		\$	2,568.07			
		Pa	ayments	Amoun	t			
		VISA			2,568.07 2,568.07			

Card Number: XXXX....2439, Authorization: 547078, Amount: \$2,568.07

X _____

Total Saved: \$929.01

Total: \$2,568.07

STRATEGIC.00033

DATE TICKET

Wednesday, March 12, 2014 27114
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BILL TO:	SHIP TO:

BearPot Inc BearPot Inc BearPot Inc

	PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
l							BearPot Inc
t	QUANTITY	ITEM	<u> </u>	DESCRIPT		PRICE E	ACH AMOUNT

No returns or exchanges on special order items.

No returns or exchanges on liquids, medium, or open-boxed items.

Total: \$2,568.07

STRATEGIC 00034 .

 DATE
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 Friday, March 14, 2014
 27172

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BILL TO:	
1 \$436 6 66.14	
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SHIP TO:

BearPot Inc BearPot Inc BearPot Inc

PO N	UMBER	TERMS	REP	SHIP	VIA	F.O.B.	T 6	ustomer ID
								BearPot Inc
QUAN	TITY	ITEM		DESCRIP	TION	PRICE	EACH	AMOUNT
1	1334	•		TER 10X39 14 5, Saved \$111.			\$193.25	\$193.25
10	1997	755 P		•	Light Hangers	1/8" - 1	\$10.74	\$107.40
3	5575	502 lo	leal Air Silve	Saved \$62.10 er/Silver Ductin Saved \$35.91	g 10x25		\$22.98	\$68.94
4	8201	104 e	co plus 18" v	vall mount fan Saved \$40.04	•		\$47.94	\$191.76
4	7527	716 T	ITAN CONT	ROLS - Apollo Saved \$12.04	<b>8</b>		\$8.94	\$35.76
1	7188	718840 Can-F		Fan 10in 5, Saved \$85.9	•	;	\$220.74	\$220.74
2	770	Ś	unshine Mix	•	Plus - 3.8 cu.f	t.	\$38.99	\$77.98
2	0536	574 F	OX FARM -	•	Soil - 1.5cu.ft. l	3ag	\$14.96	\$29.92
2	3947	'22 M	OTHER EA		4 - 4cu. ft. bag	1	\$28.00	\$56.00
40	8229	983 SI	MART POT	5 GALLON (50 Saved \$38.00)			\$5.00	\$200.00
40	0225	523 SI	MART POT	1 GALLON (10 Saved \$7.60)	00CS)		\$2.00	\$80.00
2	279	Pa	anda Film R	oll - 10' X 100' Saved \$55.90			\$65.00	\$130.00
3	3794	33 W	ind King 8"	Inline Fan 745	C.F.M. 1.7 Am	ps	\$85.00	\$255.00
1	0504	87 BI	uelab Soil p			9	178.75	\$178.75
1	1479			, Saved \$61.25 Sump Pump			\$81.19	\$81.19

Total: \$2,735.88

STRATEGIC 00035

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Friday, March 14, 2014 27172
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BILL TO:	ŧ
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BearPot Inc BearPot Inc BearPot Inc

PO NUMBI	ER TER	MS REP	SHIP	VIA	F.O.B.	Customer ID
					į	BearPot Inc
QUANTITY	ITEM		DESCRIP	TION	PRICE EA	CH AMOUN
		(Was \$108.9	5, Saved \$27.7	'6)		
I	932	ECOPLUS -	Commercial Air	r 1 - 18 watts - Sing	le \$3	8.13 \$3
		outlet 38 Lite		· ·		
		(Was \$54.49	, Saved \$16.36	5)		
	416534			Diffuser - 1/4" ID	\$2	7.50 \$5
_			, Saved \$18.90			
10	923964	•	CK TUBING PE	•	\$	0.10 \$
			Saved \$0.50)		•	·
1	609576		spenser with cu	utter - 164 ft	S	2.15 \$
•	000010		Saved \$1.44)		,	•
4	680670	·				5.00 \$22
•	0000.0		, Saved \$127.8			****
1	777049		Grower's Edge Dry Rack w/ 3 in Opening (12/Cs)			9.94 \$2
•			, Saved \$10.01		-,	•
1	531664		•	ring Can 2.6 Gallor	s1	9.81 \$19
•	00.00		, Saved \$7.14)		•	• • • • • • • • • • • • • • • • • • • •
1	765868		64 oz/1.9 Liter		\$	5.94 \$
•		(SPRAYER)			•	
		,	Saved \$3.55)			
3	891431	Tarp Zip-Up			\$	8.60 \$2
-			, Saved \$11.07	')	·	
1	188286	•	•	r 1 - Day/Night	\$6	3.00 \$6
•		Temperature			• •	•
			, Saved \$20.95	5)		
1	126515	Fiskars Micro	Tip Blades Pr	uning Snip 2/Pack	\$2	4.95 \$24
•		(6/Cs)	•	•		
			, Saved \$8.00)			
40	661262			STIC SAUCER	\$	1.03 \$4
		(Was \$1.35,	Saved \$12.80)			
40	963094			STIC SAUCER (40	/CS) \$	2.28 \$9 [.]
		(Was \$3.09.	Saved \$32.40)	•		

Total: \$2,735.88

STRATEGIC 00036 .

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Friday, March 14, 2014 27172
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BILL TO:	SHIP TO:

BearPot Inc BearPot Inc BearPot Inc

PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID
					BearPot Inc	
QUANTITY	ITEM		DESCRIPT	ION	PRICE E.	ACH AMOUNT

 Sub Total:
 \$2,524.81

 Sales Tax:
 \$211.07

 Total:
 \$2,735.88

 Payments
 Amount

 VISA
 \$2,735.88

 \$2,735.88

Card Number: XXXX....2439, Authorization: 804466, Amount: \$2,735.88

X_____

Total Saved: \$1,109.78
Paid for: 10 Magnum Hoods

No returns or exchanges on special order items. No returns or exchanges on liquids, medium, or open-boxed items.

Total: \$2,735.88

DATE TICKET

Monday, March 17, 2014 27261
7:45:06 PM Page 1 of 2

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BILL TO:	CIIID TO

BearPot Inc BearPot Inc BearPot Inc

PO NUMBER	TERMS	REP	SHIP	VIA	F.	O.B.	Customer ID
							BearPot Inc
QUANTITY	ITEM	<u> </u>	DESCRIPT	ION	T	PRICE EAC	H AMOUNT
1 8	30207	Liters	ien Soil Nutrien		ner) 20	\$128.	
1 ε	30185	House & Gard	, Saved \$81.89 len Drip Clean Saved \$23.39)	1 Liter		\$36.	60 \$36.60
1 8	80214	House & Gard	len Roots Exce , Saved \$105.2	lurator 1 Lite	er	\$164.	70 \$164.70
1 2	252096	House & Gard	en Amino Trea , Saved \$74.09	tment 1L		\$115.9	90 \$115.90
	0216	House & Gard (Was \$169.99	en Multi Zen – Saved \$66.29	5 Liters )		\$103.7	70 \$103.70
	0219	House & Gard (Was \$224.99)	en Bud XL 5 , Saved \$87.74	Liters )		\$137.2	25 \$137.25
	0221	(Was \$21.99,	en Top Booster Saved \$8.87)		•	<b>\$13</b> .1	12 \$13.12
	78792	(Was \$224.99,	en Top Shooter Saved \$88.35	)		\$136.6	\$136.64
	0182	(Was \$95.99, 8	en Magic Greer Saved \$37.43)			\$58.5	56 \$58.56
l 9:	31677	House & Garde (Was \$62.00, \$	en Nitrogen Boo Saved \$2.01)	ost 1L (12cs)		\$59.9	9 \$59.99
		Sub Total: Sales Tax:		;	\$954.56 \$79.80		
		Total:	****	\$1	,034.36		
		Payı	ments	Amount			

\$1,034.36 \$1,034.36

VISA

Total: \$1,034.36

STRATEGIC 00038 .

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Monday, March 17, 2014 27261
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	•
BILL TO:	SHIP TO:

PO NUMBER TERMS REP SHIP VIA F.O.B. Customer ID
BearPot Inc

QUANTITY ITEM DESCRIPTION PRICE EACH AMOUNT

BearPot Inc BearPot Inc

BearPot Inc

Card Number: XXXX....2439, Authorization: 443660, Amount: \$1,034.36

Κ_____

Total Saved: \$575.35

No returns or exchanges on special order items. No returns or exchanges on liquids, medium, or open-boxed items.

Total: \$1,034.36

STRATEGIC.00039 .

DATE TICKET

Saturday, March 22, 2014 27381
10:04:27 AM Page 1 of 2

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BearPot Inc BearPot Inc BearPot Inc

1	HIP TO:	

PO NUMB	ER	TERMS	REP	SHIP	VIA	F.	О.В.	Ci	ustomer ID
								8	learPot Inc
QUANTITY	<u> </u>	ITEM		DESCRIP	TION	T	PRICE EAC	<del>TH</del>	AMOUNT
1	421	779		6 2 Pre-set C02 5, Saved \$54.9			\$245		\$245.00
1	990	0758	C.A.P. (Custo Co2 Controlle		Products) - Atm	osphere	\$160	.00	\$160.00
1	5699	909	20lb Tank	, Saved \$35.0		•	\$140	.00	\$140.00
1	945	216	TITAN CONT	ROLS - CO2 R , Saved \$28.70	EGULATOR		\$86	.25	\$86.25
1	8288	350		CO2 Regulati	or System w/ 2	5 ft	\$13	.70	\$13.70
-1	1882	286	TITAN CONTI	ROLS - Zephyr	1 - Day/Night		\$63.	.00	(\$63.00)
-1	0504		Bluelab Soil pl	H Meter			\$178.	75	(\$178.75)
1	3708	378	Bluelab Soil P (Was \$185.00	H Pen	<b>)</b> )		\$135.		\$135.00
			Sub Total: Sales Tax		:	\$538.20 \$45.00			
			Total:	•		\$583.20			
			Pay	ments	Amount				
			VISA		~	\$583.20			
					•	583.20			

Total: \$583.20

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10:04:27 AM Page 2 of 2

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BearPot Inc BearPot Inc BearPot Inc	

PO NUMBER   TERMS   DED   SUID   1/44   5.0.0										
PONUMBER	TERMS	REP	SHIP	VIA	F.O.B.	Customer ID				
]										
					i	BearPot Inc				
		<u> </u>				1				
QUANTITY	ITEM		DESCRIPT	ION	PRICE E	ACH AMOUNT				

Card Number: XXXX....2439, Authorization: 671415, Amount: \$583.20

X _____

Total Saved: \$147.65

No returns or exchanges on special order items. No returns or exchanges on liquids, medium, or open-boxed items.

Total: \$583.20

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DATE TICKET

Tuesday, March 11, 2014 27074
6:35:48 PM Page 1 of 1

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BearPot Inc BearPot Inc BearPot Inc

Γ-	PO NUMBER	TERMS	REP	SHIP	VIA	FOR	Cus	stomer ID
-					*17			Monte in
-			}			3	Be	arPot Inc
			l					
			L		***************************************			
- 1	QUANTITY	ITEM		DESCRIPT	ION	PRICE E/	ACH	AMOUNT
- 1	QUANTITY ITEM DESCRIPTION PRICE						4CH	AMOUNT

10 355179

Sun - Magnum XXXL -8" Air-Cooled Reflector (Was \$257.95, Saved \$720.10)

\$185.94

\$1,859.40

 Sub Total:
 \$1,859.40

 Sales Tax:
 \$155.44

 Total:
 \$2,014.84

Payments Amount

VISA \$2,014.84

\$2,014.84

Card Number: XXXX....2439, Authorization: 691719, Amount: \$2,014.84

X_____

Total Saved: \$720.10

No returns or exchanges on special order items. No returns or exchanges on liquids, medium, or open-boxed items.

Total: \$2,014.84

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DATE TICKET

Wednesday, March 12, 2014 27114
6:52:29 PM Page 1 of 2

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-	3
BILL TO:	SHIP TO:

BearPot Inc BearPot Inc BearPot Inc

PO NUMB	ER	TERMS	REP	SHIP	VIA	F.	O.B.	C	ustomer ID
							·	6	BearPot Inc
QUANTITY	l ir	EM		DESCRIP	TION	l	PRICE E	ACH	AMOUNT
10	708415	HP	S/MH 120/	łardcore Remo 240 , Saved \$249.	\$	90.00	\$900.00		
10	066965	EY LU	E HORTILI 1000B/HTL	JX - HPS Enh JEN	att -	\$	75.00	\$750.00	
1	038877	Tita Tin	(Was \$129.95, Saved \$549.50) Titan Controls Helios 13 - 16 Light Controller with Timer (Was \$849.95, Saved \$130.01)					19.94	\$719.94
			Sub Total: Sales Tax		\$	2,369.94 \$198.13			
	Total: \$2,568.07								
	Payments Amount				ıt				
			VISA			2,568.07			
					\$	2,568.07			

Card Number: XXXX....2439, Authorization: 547078, Amount: \$2,568.07

x_____

Total Saved: \$929.01

Total: \$2,568.07

STRATEGIC 00044 *

DATE TICKET

Wednesday, March 12, 2014 27114
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BILL TO:	SHIP TO:
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BearPot Inc BearPot Inc BearPot Inc

PO NUMBER TERMS		REP	SHIP	VIA	F.O.B.	Customer ID	
							BearPot Inc
	QUANTITY	ITEM		DESCRIPT		PRICE E	ACH AMOUNT

No returns or exchanges on special order items.

No returns or exchanges on liquids, medium, or open-boxed items.

Total: \$2,568.07

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Friday, March 14, 2014 27172
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BILL TO:	SHIP TO:
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BearPot Inc BearPot Inc BearPot Inc

PO NU	IMBER	TERMS	REP	SHIP	VIA	F.O.B.		ustomer ID
								BearPot Inc
QUANT	777	ITEM _		DESCRIP	TION	PRICE	EACH	AMOUNT
1	1334			TER 10X39 14 , Saved \$111.		\$	193.25	\$193.25
10	19975	55 PF pa	ROGRIP (Ro ir	•	Light Hangers	1/8" - 1	\$10.74	\$107.40
3	55750	)2 İde	eal Air Silve	r/Silver Ducting Saved \$35.91	g 10x25		\$22.98	\$68.94
4	82010		•	vall mount fan Saved \$40.04	)		\$47.94	\$191.76
4	75271			ROLS - Apollo Saved \$12.04			\$8.94	\$35.76
1	71884		n-Fan Max as \$306.65	Fan 10in , Saved \$85.9	1)	\$	220.74	\$220.74
2	770	Šu	nshine Mix	•	Plus - 3.8 cu.f	t.	\$38.99	\$77.98
2	05367	'4 FC	X FARM -		Soil - 1.5cu.ft. E	3ag	\$14.96	\$29.92
2	39472	.2 MC	THER EAR		4 - 4cu. ft. bag	,	\$28.00	\$56.00
40	82298	I3 ŠM	IART POT	5 GALLON (50 aved \$38.00)			\$5.00	\$200.00
40	02252	:3 SN	MART POT	1 GALLON (10 aved \$7.60)	OCS)		\$2.00	\$80.00
2	279	Pa	nda Film Ro	oll - 10' X 100' Saved \$55.90)		:	\$65.00	\$130.00
3	37943	3 Wi	nd King 8" I		C.F.M. 1.7 Am	ps :	\$85.00	\$255.00
1	05048	7 Blu	elab Soll pl		•	\$	178.75	\$178.75
1	14790			Sump Pump		:	\$81.19	\$81.19

Total: \$2,735.88

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Friday, March 14, 2014 27172
5:02:10 PM Page 2 of 3

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BILL TO:	SHIP TO:

BearPot Inc BearPot Inc BearPot Inc

PO NUMB	ER	TERMS	REP	SHIP	VIA	F.O.B.	C	ustomer ID
							E	BearPot Inc
QUANTITY	TITE	M		DESCRIP	TION	PRICE	EACH	AMOUNT
		(Wa	s \$108.9	5, Saved \$27.7	6)			
1	932				· 1 - 18 watts - 8	Single	\$38.13	\$38.13
		out	et 38 Lite	r/min		-		
				, Saved \$16.36				
2	416534	DE	EP WATE	R - Double Air	Diffuser - 1/4" I	D	\$27.50	\$55.00
		(Wa	as \$36.95	, Saved \$18.90	)			
10	923964	3/1	6 ID BLAC	CK TUBING PE	R FOOT		\$0.10	\$1.00
		(Wa	as \$0.15,	Saved \$0.50)				
1	609576			spenser with cu	ıtter - 164 ft		\$2.15	\$2.15
				Saved \$1.44)				
4	680670				er MH - U/BT-3	37 HTL	\$55.00	\$220.00
				, Saved \$127.8				
1	777049				3 in Opening (1	12/Cs)	\$29.94	\$29.94
				, Saved \$10.01				*
1	531664				ring Can 2.6 G	allon	\$19.81	\$19.81
		•	•	Saved \$7.14)				25.04
1	765868			64 oz/1.9 Liter	Spray Bottle		\$5.94	\$5.94
			RAYER)					
				Saved \$3.55)			** **	<b>*05.00</b>
3	891431	Tar	p Zip-Up	0 1044.07			\$8.60	\$25.80
_				Saved \$11.07			<b>463.00</b>	<b>ແຂວ ກ</b> ຸດ
1	188286			ROLS - Zephy	r 1 - Day/Night		\$63.00	\$63.00
				Controller	`			
	400545			Saved \$20.95		nak	\$24.95	\$24.95
1	126515	(6/C		i ip biaces Pri	uning Snip 2/Pa	ick	Ψ <b>24.5</b> 0	Ψ24.60
				Saved \$8.00)				
40	661262				STIC SAUCER	•	\$1.03	\$41.20
70	JU 1202		-	Saved \$12.80)		•	4	<b></b>
40	963094				STIC SAUCER	(40/CS)	\$2.28	\$91.20
40	300007			Saved \$32.40)		. , ,	,	•

Total: \$2,735.88

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Friday, March 14, 2014 27172
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BILL TO:	SHIP TO:

BearPot Inc BearPot Inc BearPot Inc

1	PO NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	1 (	Customer ID		
1						;	1	BearPot Inc		
L	QUANTITY	ITEM		DESCRIPTION PRIC				AMOUNT		

 Sub Total:
 \$2,524.81

 Sales Tax:
 \$211.07

 Total:
 \$2,735.88

Payments Amount

VISA \$2,735.88

\$2,735.88

Card Number: XXXX....2439, Authorization: 804466, Amount: \$2,735.88

X_____

Total Saved: \$1,109.78
Paid for: 10 Magnum Hoods

No returns or exchanges on special order items. No returns or exchanges on liquids, medium, or open-boxed items.

Total: \$2,735.88

DATE TICKET

Monday, March 17, 2014 27261
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SHIP TO:

\$1,034.36

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BearPot Inc BearPot Inc BearPot Inc

PO NUMBE	R TERMS	REP	SHIP	VIA	F.0	D.B.	Cu	stomer ID
								earPot Inc
QUANTITY	ITEM		DESCRIP'	TION	<u> </u>	PRICE EAC	н	AMOUNT
1	80207	Liters		nt A & B (togeti	ner) 20	\$128	.10	\$128.10
1	80185	(Was \$209.99 House & Gard (Was \$59.99,	en Drip Clean	1 Liter		\$36.	.60	\$36.60
1 :	80214		en Roots Exce	elurator — 1 Lite	r	\$164.	.70	\$164.70
1 ;	252096	House & Gard (Was \$189.99	en Amino Trea	tment 1L		\$115.	90	\$115.90
1 8	80216	House & Gard (Was \$169.99	en Multi Zen	5 Liters		\$103.	70	\$103.70
1 8	80219	House & Gard (Was \$224.99,	en Bud XL 5	Liters		\$137.	25	\$137.25
1 8	80221	House & Gard (Was \$21.99,	en Top Booste			\$13.	12	\$13.12
1 5	578792	House & Gard (Was \$224.99,	en Top Shoote	r 1L		\$136.0	64	\$136.64
1 8	30182	House & Garde (Was \$95.99, \$	en Magic Gree	n 1 Liter		\$58.	56	\$58.56
1 9	931677	House & Garde (Was \$62.00, S	en Nitrogen Bo			\$59.9	<del>3</del> 9	\$59.99
		Sub Total: Sales Tax:		;	\$954.56 \$79.80			
		Total:	-	\$1	,034.36			
		Payı	ments	Amount				
		VISA	·	\$1	,034.36			

Total: \$1,034.36

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BearPot Inc BearPot Inc	

PO NUMBER	TERMS	REP	REP SHIP VIA F.O.B. Customer ID						
BearPot Inc									
l		[			Dearrot	1110			
QUANTITY	ITEM		DESCRIPTION PRICE E				OUNT		

BearPot Inc

Card Number: XXXX....2439, Authorization: 443660, Amount: \$1,034.36

x _____

Total Saved: \$575.35

No returns or exchanges on special order items. No returns or exchanges on liquids, medium, or open-boxed items.

Total: \$1,034.36

DATE TICKET

Salurday, March 22, 2014 27381

10:04:27 AM Page 1 of 2

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BILL TO:

BearPot Inc BearPot Inc BearPot Inc

PO NUMB	ER	TERM	NS REP	SHIP	VIA	F.	O.B.	Ċ	ustomer ID
								E	BearPot Inc
QUANTITY	<u> </u>	ITEM		DESCRIP	TION		PRICE EAC	H	AMOUNT
1	4217	79		S 2 Pre-set C02 5, Saved \$54.9			\$245		\$245.00
1	9900	758	C.A.P. (Custo Co2 Controlle	om Automated i er, Day - (CS 1) 5, Saved \$56.9	Products) - Atmo	sphere	\$160	0.00	\$160.00
1	5699		20lb Tank	0, Saved \$35.00	•		\$140	.00	\$140.00
1	9452	16	TITAN CONT	ROLS - CO2 R 5, Saved \$28.70	EGULATOR		\$86	.25	\$86.25
1	8288	50	Titan Controls Tubing	Saved \$4.25)	or System w/ 25	ft	\$13	.70	\$13.70
-1	1882	86	TITAN CONT Temperature	ROLS - Zephyr	1 - Day/Night		\$63.	.00	(\$63.00)
-1	05048		Bluelab Soil p	H Meter			\$178.	75	/\$470.7E\
1	37087	78	Bluelab Soil P	PH Pen 9, Saved \$50.00	)		\$135.		(\$178.75) \$135.00
			Sub Total Sales Tax			538.20 645.00			
			Total:	_	\$!	583.20			
			Pay	ments	Amount				
			VISA		\$5	83.20			
					\$5	83.20			

Total:

\$583.20

DATE TICKET

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BearPot Inc BearPot Inc	

PO NUMBER	IERMS	REP	SHIP	VIA	F.O.B.	Customer ID	
	······································					Customerin	
		ľ				BearPot Inc	
		1		ł		1	
QUANTITY	ITEM		DESCRIPT	ION	PRICE E.	ACH AMOUNT	

BearPot Inc

Card Number: XXXX....2439, Authorization: 671415, Amount: \$583.20

X°_____

Total Saved: \$147.65

No returns or exchanges on special order items. No returns or exchanges on liquids, medium, or open-boxed items.

Total: \$583.20

#### STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (the "Agreement"), is made and entered into as of this 5th day of February, 2014, by and among Strategic Global Investments, Inc., a Delaware corporation, having an address of 8451 Miralani Drive, Suite D, San Diego, California 92126 (the "Purchaser"), and Robert Coffy, having an address of 40723 Mountain Pride Drive, Murrieta, California 92562, (the "Seller").

#### WITNESSETH:

WHEREAS, the Seller owns one (1) share of the common stock (the "Share") of BearPot, Inc., a Colorado corporation (the "Company), which is the only issued and outstanding share of stock of the Company;

WHEREAS, the Sellers desire to sell, and Purchaser desires to purchase, the Share in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual premises herein contained and intending to be legally bound hereby, Purchaser and Sellers agree as follows:

#### SECTION 1. PURCHASE AND SALE

- 1.01 Purchase of Share. Subject to the terms and conditions of this Agreement, Seller agrees to sell, transfer and assign to Purchaser, all of Seller's right, title and interest in and to the Share, and Purchaser agrees to purchase the Share from Seller. At the Closing (as hereinafter defined), any share certificate which represents the Share will be delivered to the Purchaser duly endorsed in blank for transfer, or if no share certificate exists, an assignment and bill of sale of the Share satisfactory in form to the Purchaser and executed by the Seller transferring the Share to Purchaser shall be delivered to Purchaser.
- 1.02 <u>Closing.</u> The closing will take place at a time and place to be agreed upon by the parties (the "Closing").
- 1.83 Purchase Price. The purchase price to be paid by Purchaser for the Share (the "Purchase Price") shall be Fifty Thousand and 00/100 Dollars (\$50,000.00), which shall be paid by Purchaser as follows: \$50,000 in cash.
- (a) At the Closing, Purchaser will deliver to Seller \$10,000 by check or wire transfer and the balance within 30 days from closing.
- (b) Beginning on March 1, 2014 and on the first of each month thereafter for five (5) additional months, the Purchaser will deliver to Seller by check the amount of \$2,000 for a total of \$10,000.

#### SECTION 2. REPRESENTATIONS AND WARRANTIES

1

- 2.01 <u>Representations and Warranties of Soller.</u> Seller represents and warrants to Purchaser as follows:
  - (a) <u>Authority.</u> Seller has the right, power, capacity and authority to enter into and perform his obligations under this Agreement, including selling the Share, and consummate the transactions contemplated herein;
  - (b) Execution. This Agreement has been duly and validly executed and delivered by Seller and constitutes a valid and binding obligation of Seller enforceable against him in accordance with the terms set forth herein, except to the extent such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the rights of creditors generally, and by general principles of equity;
  - (c) <u>Shares.</u> . The Shares are owned beneficially and of record solely by Seller free and clear of liens or encumbrances, and valid title to the Shares shall pass to Purchaser at the Closing, free and clear of liens or encumbrances;
  - (d) <u>Consents.</u> To the best of Seller's knowledge, no consent or approval of any person or entity is necessary for the sale of the Share to Purchaser as contemplated by this Agreement;
  - (e) <u>Proceedings.</u> To the best of Seller's knowledge, no action, suit, proceeding or order to restrain or prohibit the consummation of the transactions contemplated under this Agreement is currently pending or threatened;
  - (f) <u>Assets.</u> The assets the Company owns are: (a) equipment with a market value of \$10,000 and (b) living plants that are healthy and growing and have a market value of \$5,000 and training by the Seller in the field of cannabis cultivation, sales and assist in obtaining any and all new licenses and permits that may be required due to changes in Colorado law valued by the parties at \$35,000.
  - (g) Real Property. The Company does not own any real property and is leasing the facility.
  - (h) <u>Existing Liabilities.</u> The Company does not have any liability or obligation of any nature (whether known or unknown and whether absolute, accrued, contingent, or otherwise) and will not have any at the time of the Closing:
  - (i) <u>Employees.</u> The Company has no employees but engages several independent contractors and consultants.
    - (j) Compliance with Laws.

- (i) The Company has at all times been in compliance with every legal Requirement that is or was applicable to it or the conduct of its business or the ownership or use of any of its assets at the time of purchase.
- (ii) No event has occurred or circumstance exists that (with or without notice or lapse of time) (A) could constitute or result in a violation by the Company of, or a failure on the part of the Company to comply with, any legal requirement, or (B) could give rise to any obligation on the part of the Company to undertake, or to bear all or any portion of the cost of, any remedial action.
- (iii) The Company has not received any notice or other communication (whether oral or written) regarding (A) any actual, alleged, or potential violation of, or failure to comply with, any legal requirement, or (B) any actual, alleged, or potential obligation on the part of the Company to undertake, or to bear all or any portion of the cost of, any remedial action;
- (iv) The Company understands that there have been some changes to the Colorado laws and plans to comply with all of the laws of Colorado by applying and obtaining all licenses and permits that the new laws require with the help of Seller and Consultants hired by the company to provide such assistance. The Company will not sell any inventory until such laws are complied with.
- Environmental. To the knowledge of Seller, the proposed operations of the Company and/or its use of its assets do not violate any Legal requirement pertaining to the collection, transportation, storage, treatment, discharge, release, processing, handling, or disposal of substances that might pollute, contaminate, or be hazardous or toxic if present in the air, ground, or surface water, land or other parts of the environment or other wastes, including, without limitation (a) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§9601 et seq.), as amended from time to time ("CERCLA") (including, without limitation, as amended pursuant to the Superfund Amendments and Reauthorization Act of 1986), and such regulations promulgated under CERCLA, (b) the Resources Conservation and Recovery Act of 1976 (42 U.S.C. §§6901 et seq.), as amended from time to time ("RCRA") and such regulations promulgated under RCRA, and (c) any applicable federal, state, or local laws or regulations relating to the condition of the air, ground or surface water, land or other parts of the environment, to the release or potential release of any substance into the air, ground or surface water, land, or other parts of the environment (collectively, the "Applicable Environmental Laws"), and, to the knowledge of Seller, none of the proposed operations of the Company would constitute a violation of any of the applicable environmental laws that would have a material adverse effect on the financial condition, assets, business, or property of the Company taken as a whole; and
- (l) <u>Broker.</u> Seller has not incurred any obligation or liability, contingent or otherwise, for any brokerage or finder's fee or agent's commission or other

similar payment in connection with this Agreement or the transaction contemplated hereby.

- 2.02 Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller as follows:
  - (a) <u>Authority.</u> Purchaser has the right, power and authority to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby;
  - (b) Execution. This Agreement has been duly and validly executed and delivered by Purchaser and, when delivered, will constitute a valid and binding obligation of Purchaser enforceable in accordance with the terms set forth herein, except to the extent such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the rights of creditors generally, and by general principles of equity;
  - (c) <u>Consents.</u> To the best of Purchaser's knowledge, no consent or approval of any person or entity is necessary for the consummation by Purchaser of the transactions contemplated by this Agreement; and
  - (d) <u>Proceedings.</u> To the best of Purchaser's knowledge, no action, suit, proceeding or order to restrain or prohibit the consummation of the transactions contemplated under this Agreement is currently pending or threatened.
  - (e) Stock Restrictions. Purchaser acknowledges that he is aware that the Sale Shares have not been registered under the Securities Act of 1933, as amended, (the "Securities Act") nor under any state securities law. Purchaser further acknowledges that the Sale Shares cannot be sold or transferred except in compliance with the Securities Act and any applicable state securities law. Finally, Purchaser acknowledges that, as a result of the foregoing, the Sale Shares will bear a restrictive legend that will prevent their sale unless they are registered under the Securities Act or are sold under an exemption available thereunder.
- 2.03 <u>Survival.</u> The representations and warranties of the parties hereto contained in this Agreement shall survive the Closing and consummation of the transactions contemplated by this Agreement for a period of two (2) years from the Closing.

## SECTION 3. CONDITIONS TO PURCHASER'S OBLIGATIONS

3.01 The obligation of Purchaser to consummate the transaction contemplated by this Agreement is subject, in the sole discretion of Purchaser, to the satisfaction, on or prior to the Closing, of each of the following conditions (any of which may, in the sole discretion of Purchaser, be waived in whole or in part):

- (a) Representations, Warranties and Obligations. All representations and warranties of Seller contained in this Agreement shall be true and correct in all respects as of the Closing, and Seller shall have performed all obligations to be performed by it as of the Closing pursuant to this Agreement.
- (b) <u>Consents</u>. All approvals, consents, licenses, registrations, authorizations and waivers necessary, including those of lenders, governmental authorities and others shall have been obtained, to permit Seller to transfer the Shares pursuant to this Agreement.
- (c) <u>Good Standing</u>. Purchaser shall have received a good standing certificate from the Colorado Department of State, showing the Company to be in good standing.
- (d) <u>Changes</u>. There shall not have been any material adverse change in the condition of the assets of the Company prior to the Closing.

#### SECTION 4. POST-CLOSING MATTERS

4. Funding By Purchaser. After the Closing, Purchaser shall contribute to the Company the sum of \$2,000 per month for 5 months starting on March 1, 2014 and on the first of each month for the next 4 months thereafter.

#### **SECTION 5. MISCELLANEOUS**

- 5.01 <u>Captions.</u> The captions of the various sections and subsections used herein are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.
- 5.02 Notices. Any notice given hereunder by a party to the other party shall be in writing and shall be given either personally or sent by registered or certified mail, return receipt requested, which shall be addressed to the addresses of the parties set forth in the opening paragraph of this Agreement, or to such other address as may be designated by them. Any notice will be deemed delivered upon receipt thereof by the receiving party or on refusal of such receiving party to accept such notice.
- 5.03 Amendments; Applicable Law. The provisions of this Agreement may not be modified, amended, or waived except by a writing, executed by the parties hereto. This Agreement and all documents given in connection herewith shall be construed in accordance with the internal laws of the State of California without giving effect to the conflicts of laws principles thereof. Should any court find any provision of this Agreement to be less than fully enforceable due to its breadth or restrictiveness, or for any other reason, the parties hereto intend that the court shall enforce the remaining provision to the full extent permissible.
- 5.04 Binding Effect and Assignment. This Agreement shall inure to the benefit of, and shall be binding upon the parties hereto and their respective heirs, legal representatives,

successors and permitted assigns. This Agreement may not be transferred, assigned, pledged or hypothecated by either party without the prior written consent of the other party.

- 5.05 <u>Counterparts.</u> This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
- 5.06 Entire Agreement. This Agreement embodies the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral or written understandings, negotiations or communications on behalf of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

SELLER:

Robert Ceffy

PURCHASER:

Strategic Global Investments, Inc.

Andrew Fellner President

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# #12

#### STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (the "Agreement"), is made and entered into as of this 5th day of February, 2014, by and among Strategic Global Investments, Inc., a Delaware corporation, having an address of 8451 Miralani Drive, Suite D, San Diego, California 92126 (the "Purchaser"), and Robert Coffy, having an address of 40723 Mountain Pride Drive, Murrieta, California 92562, (the "Seller").

#### WITNESSETH:

WHEREAS, the Seller owns one (1) share of the common stock (the "Share") of BearPot, Inc., a Colorado corporation (the "Company), which is the only issued and outstanding share of stock of the Company;

WHEREAS, the Sellers desire to sell, and Purchaser desires to purchase, the Share in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual premises herein contained and intending to be legally bound hereby, Purchaser and Sellers agree as follows:

#### SECTION 1. PURCHASE AND SALE

- 1.01 Purchase of Share. Subject to the terms and conditions of this Agreement, Seller agrees to sell, transfer and assign to Purchaser, all of Seller's right, title and interest in and to the Share, and Purchaser agrees to purchase the Share from Seller. At the Closing (as hereinafter defined), any share certificate which represents the Share will be delivered to the Purchaser duly endorsed in blank for transfer, or if no share certificate exists, an assignment and bill of sale of the Share satisfactory in form to the Purchaser and executed by the Seller transferring the Share to Purchaser shall be delivered to Purchaser.
- 1.02 <u>Closing.</u> The closing will take place at a time and place to be agreed upon by the parties (the "Closing").
- 1.03 <u>Purchase Price</u>. The purchase price to be paid by Purchaser for the Share (the "Purchase Price") shall be Fifty Thousand and 00/100 Dollars (\$50,000.00), which shall be paid by Purchaser as follows: \$50,000 in cash.
- (a) At the Closing, Purchaser will deliver to Seller \$10,000 by check or wire transfer and the balance within 30 days from closing.
- (b) Beginning on March 1, 2014 and on the first of each month thereafter for five (5) additional months, the Purchaser will deliver to Seller by check the amount of \$2,000 for a total of \$10,000.

#### **SECTION 2. REPRESENTATIONS AND WARRANTIES**

- 2.01 <u>Representations and Warranties of Soller.</u> Seller represents and warrants to Purchaser as follows:
  - (a) Authority. Seller has the right, power, capacity and authority to enter into and perform his obligations under this Agreement, including selling the Share, and consummate the transactions contemplated herein;
  - (b) Execution. This Agreement has been duly and validly executed and delivered by Seller and constitutes a valid and binding obligation of Seller enforceable against him in accordance with the terms set forth herein, except to the extent such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the rights of creditors generally, and by general principles of equity;
  - (c) <u>Shares.</u> . The Shares are owned beneficially and of record solely by Seller free and clear of liens or encumbrances, and valid title to the Shares shall pass to Purchaser at the Closing, free and clear of liens or encumbrances;
  - (d) <u>Consents.</u> To the best of Seller's knowledge, no consent or approval of any person or entity is necessary for the sale of the Share to Purchaser as contemplated by this Agreement;
  - (c) <u>Proceedings.</u> To the best of Seller's knowledge, no action, suit, proceeding or order to restrain or prohibit the consummation of the transactions contemplated under this Agreement is currently pending or threatened;
  - (f) Assets. The assets the Company owns are: (a) equipment with a market value of \$10,000 and (b) living plants that are healthy and growing and have a market value of \$5,000 and training by the Seller in the field of cannabis cultivation, sales and assist in obtaining any and all new licenses and permits that may be required due to changes in Colorado law valued by the parties at \$35,000.
  - (g) Real Property. The Company does not own any real property and is leasing the facility.
  - (h) Existing Liabilities. The Company does not have any liability or obligation of any nature (whether known or unknown and whether absolute, accrued, contingent, or otherwise) and will not have any at the time of the Closing;
  - (i) <u>Employees.</u> The Company has no employees but engages several independent contractors and consultants.
    - (j) Compliance with Laws.

- (i) The Company has at all times been in compliance with every legal Requirement that is or was applicable to it or the conduct of its business or the ownership or use of any of its assets at the time of purchase.
- (ii) No event has occurred or circumstance exists that (with or without notice or lapse of time) (A) could constitute or result in a violation by the Company of, or a failure on the part of the Company to comply with, any legal requirement, or (B) could give rise to any obligation on the part of the Company to undertake, or to bear all or any portion of the cost of, any remedial action.
- (iii) The Company has not received any notice or other communication (whether oral or written) regarding (A) any actual, alleged, or potential violation of, or failure to comply with, any legal requirement, or (B) any actual, alleged, or potential obligation on the part of the Company to undertake, or to bear all or any portion of the cost of, any remedial action:
- (iv) The Company understands that there have been some changes to the Colorado laws and plans to comply with all of the laws of Colorado by applying and obtaining all licenses and permits that the new laws require with the help of Seller and Consultants hired by the company to provide such assistance. The Company will not sell any inventory until such laws are complied with.
- Environmental. To the knowledge of Seller, the proposed operations of the Company and/or its use of its assets do not violate any Legal requirement pertaining to the collection, transportation, storage, treatment, discharge, release, processing, handling, or disposal of substances that might pollute, contaminate, or be hazardous or toxic if present in the air, ground, or surface water, land or other parts of the environment or other wastes, including, without limitation (a) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§9601 et seq.), as amended from time to time ("CERCLA") (including, without limitation, as amended pursuant to the Superfund Amendments and Reauthorization Act of 1986), and such regulations promulgated under CERCLA, (b) the Resources Conservation and Recovery Act of 1976 (42 U.S.C. §§6901 et seq.), as amended from time to time ("RCRA") and such regulations promulgated under RCRA, and (c) any applicable federal, state, or local laws or regulations relating to the condition of the air, ground or surface water, land or other parts of the environment, to the release or potential release of any substance into the air, ground or surface water, land, or other parts of the environment (collectively, the "Applicable Environmental Laws"), and, to the knowledge of Seller, none of the proposed operations of the Company would constitute a violation of any of the applicable environmental laws that would have a material adverse effect on the financial condition, assets, business, or property of the Company taken as a whole; and
- (l) <u>Broker.</u> Seller has not incurred any obligation or liability, contingent or otherwise, for any brokerage or finder's fee or agent's commission or other

similar payment in connection with this Agreement or the transaction contemplated hereby.

- 2.02 Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller as follows:
  - (a) Authority. Purchaser has the right, power and authority to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby;
  - (b) Execution. This Agreement has been duly and validly executed and delivered by Purchaser and, when delivered, will constitute a valid and binding obligation of Purchaser enforceable in accordance with the terms set forth herein, except to the extent such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the rights of creditors generally, and by general principles of equity;
  - (c) <u>Consents.</u> To the best of Purchaser's knowledge, no consent or approval of any person or entity is necessary for the consummation by Purchaser of the transactions contemplated by this Agreement; and
  - (d) <u>Proceedings.</u> To the best of Purchaser's knowledge, no action, suit, proceeding or order to restrain or prohibit the consummation of the transactions contemplated under this Agreement is currently pending or threatened.
  - (e) <u>Stock Restrictions.</u> Purchaser acknowledges that he is aware that the Sale Shares have not been registered under the Securities Act of 1933, as amended, (the "Securities Act") nor under any state securities law. Purchaser further acknowledges that the Sale Shares cannot be sold or transferred except in compliance with the Securities Act and any applicable state securities law. Finally, Purchaser acknowledges that, as a result of the foregoing, the Sale Shares will bear a restrictive legend that will prevent their sale unless they are registered under the Securities Act or are sold under an exemption available thereunder.
- 2.03 <u>Survival.</u> The representations and warranties of the parties hereto contained in this Agreement shall survive the Closing and consummation of the transactions contemplated by this Agreement for a period of two (2) years from the Closing.

### SECTION 3. CONDITIONS TO PURCHASER'S OBLIGATIONS

3.01 The obligation of Purchaser to consummate the transaction contemplated by this Agreement is subject, in the sole discretion of Purchaser, to the satisfaction, on or prior to the Closing, of each of the following conditions (any of which may, in the sole discretion of Purchaser, be waived in whole or in part):

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- (a) Representations, Warranties and Obligations. All representations and warranties of Seller contained in this Agreement shall be true and correct in all respects as of the Closing, and Seller shall have performed all obligations to be performed by it as of the Closing pursuant to this Agreement.
- (b) <u>Consents.</u> All approvals, consents, licenses, registrations, authorizations and waivers necessary, including those of lenders, governmental authorities and others shall have been obtained, to permit Seller to transfer the Shares pursuant to this Agreement.
- (c) <u>Good Standing</u>. Purchaser shall have received a good standing certificate from the Colorado Department of State, showing the Company to be in good standing.
- (d) <u>Changes</u>. There shall not have been any material adverse change in the condition of the assets of the Company prior to the Closing.

#### SECTION 4. POST-CLOSING MATTERS

4. <u>Funding By Purchaser</u>. After the Closing, Purchaser shall contribute to the Company the sum of \$2,000 per month for 5 months starting on March 1, 2014 and on the first of each month for the next 4 months thereafter.

#### SECTION 5. MISCELLANEOUS

- 5.01 <u>Captions</u>. The captions of the various sections and subsections used herein are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.
- 5.02 Notices. Any notice given hereunder by a party to the other party shall be in writing and shall be given either personally or sent by registered or certified mail, return receipt requested, which shall be addressed to the addresses of the parties set forth in the opening paragraph of this Agreement, or to such other address as may be designated by them. Any notice will be deemed delivered upon receipt thereof by the receiving party or on refusal of such receiving party to accept such notice.
- 5.03 Amendments: Applicable Law. The provisions of this Agreement may not be modified, amended, or waived except by a writing, executed by the parties hereto. This Agreement and all documents given in connection herewith shall be construed in accordance with the internal laws of the State of California without giving effect to the conflicts of laws principles thereof. Should any court find any provision of this Agreement to be less than fully enforceable due to its breadth or restrictiveness, or for any other reason, the parties hereto intend that the court shall enforce the remaining provision to the full extent permissible.
- 5.04 <u>Binding Effect and Assignment.</u> This Agreement shall inure to the benefit of, and shall be binding upon the parties hereto and their respective heirs, legal representatives,

successors and permitted assigns. This Agreement may not be transferred, assigned, pledged or hypothecated by either party without the prior written consent of the other party.

- 5.05 <u>Counterparts.</u> This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
- 5.06 Entire Agreement. This Agreement embodies the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral or written understandings, negotiations or communications on behalf of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

SELLER:

Robert Carry

PURCHASER:

Strategic Global Investments, Inc.

Andrew Fellner President

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# #16

Company Disclosure and Information Statement to OTC Pink Market for Quarter Ended March 31, 2014:

#### Marijuana Growing in Colorado

In February, 2014, we bought all of the stock of bearpotinc Inc., a Colorado Corporation ("BearPot"), which proposes to grow and sell marijuana in the state of Colorado. We have acquired plants for this business. We hope that at some time in the future this subsidiary can be a source of revenue for the Company. However, the Company has no experience is any aspect of this business, and there is no way to anticipate when, if ever, the business can be profitable or, if it were to be so, how profitable it could be. Neither can we anticipate how much investment this business will require to make it profitable. Further, this business is heavily regulated by the state of Colorado by regulations which are being developed by the state. We expect the state to heavily regulate the business for the indefinite future, and we expect the regulations to change from time to time in ways which cannot be anticipated. Thus, we have no way of anticipating the costs of complying with the present or future regulations. We have hired professionals to assist us in complying with these regulations, and we expect to need their assistance for the indefinite future.

Company Supplemental Information to OTC Pink Market for Quarter Ended June 30, 2014:

#### Marijuana Growing in Colorado

In February, 2014, we bought all of the stock of Bearpot, Inc., a Colorado Corporation ("BearPot"), which proposed to grow and sell marijuana in the state of Colorado. We acquired 50 plants for this business. We had hoped that at some time in the future this subsidiary could be a source of revenue for the Company. However, the Company had no experience is any aspect of this business at the time it acquired the subsidiary. However, since the acquisition, we have learned enough from the attorney and consultants that we have hired and from other sources to conclude that we never want to be involved in the recreational marijuana business. Further, the current restrictions the State of Colorado is imposing on the sale of medical marijuana make it unlikely that we can turn that into a profitable business. We are evaluating what to do with Bearpot. While we are doing this, at some point after the State of Colorado revises its regulations once again in October, we may engage in sales of medical marijuana to 5 or 6 people, as permitted by the current regulations, in the interest of getting some revenue from our investment while we decide what to do with Bearpot. However, in no way do we wish to be engaged in any aspect of the marijuana business in the long term as it has become clear to us that the investment necessary to make the business successful and the extensive state regulations make this business not attractive to us.

# #20



#### The Industrial Hemp and Medical Merijuana Consulting Company, Inc. PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (the "Agreement") is entered into the execution date signed below by and between THE INDUSTRIAL HEMP AND MEDICAL MARLUANA CONSULTING COMPANY, INC. hereination released to as "HAMACO", a Nevada Corporation, for itself and its hoirs, executors, administrators, related entities and assigns, and Strategic Clicket Investments, inc. whose signature is executed below, hereinafter reterred to as "Client".

WHEREAS, Client is interested in chasining professional consulting services in the industrial Hemiphhedical Marijuana Industry; and WHEREAS, BHAMCC has agreed to provide the following and nther related professional services for Ollem: Consulting Services specific to the industrial Hempiteledical Merijuana Industry in the arm of taka and madesimp arrowgy, press releases, public company venues. and general industry specific business guidance.

NOW, THEREFORE, for and in consideration of the promises and the mutual covariants and agreements contained herein, and other good and valuable consideration, the receipt and edificiency of which are homby schnowledged, and on the terms and conditions sall forth herein, the parties have agreed and hereby do agree as loxows:

HMMCC shall provide to Client the professional services listed above on a continuing basis during the arm of the Agreement.

#### Engagement

The Client harnby ongages iriMMCC to provide the professional services stated neroin.

## Excluded Services and Lipbilisies

priced Consum addition in submits under the Agreement, and shell not undertake, any activity which s prohibited by the federal government to regard to industrial Hermphiedical Manipusca regardless of the implementation of any State Medical Meripena Program. Moreover, the parties acknowledge and agree that BHMMCC may not be held responsible for any demaples, costs, or leabilities related to the any such services delivered by the Client related to industrial Hempfilledical Mediplane:

#### Protessional Services

HAMMICC shall use its best offers to ensure that all professional services provided by HAMMICC are provided in compliance at all times with all applicable state and federal laws, rules, and regulations.

The Client and PrivateCC agree that me fees set forth in this Section are buing paid to thistacC in consideration for its extensive business knowledge and experience in the industrial Hampristedical Marijuana industry and that such fees have been negotiated at arm's length and are fair, reasonable, and consistent with fair market value of the services himselved by IHMMACC.

#### Payment Terms

The Client shall pay to IHMMCC a Professional Consulting Fee of one billion live nundrey million (5,500,000,000) shares of Strategic Global investments, inc. (STBV) Common Stock restricted under rule 144 and lifty thousand dollars (550,000), with fifty thousand dollars (550,000,00) component paid in full by A Brossom or and all processed reductions of Biology.

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The purpose ment that the term of the principoments cross mis. Agreement shall be for shows (3) years with one (1) year renewal opposes.

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#### Additional Remodies

in this event this default by either party involves the failure to make a payment as provided in this Agreement, the non-defaulting party shall, in addition to the recovery of the unpaid amount, be entitled to reasonable atterney's fees and costs of collection, and shall be further emilled to insulation such unpaid amounts from the date such amounts become due and payable.

Effect of Termination

in addition to any other provisions of this Agreement, if this Agreement is terminated pursuant to the above, then neither the Client nor their additates may use, raly upon, or represent to any person or emity. the affiliation with HIMMACC for any purpose.

No Warrenty

The Client ectnomisages that HMMCC has not made and will not make any express or implied warrandes or representations that the services provided by HiddaCC will result in any particular amount or level of revenues to the Client or income to any Client,

Notices

Except as otherwise expressly set lorth herein, all notice required or permitted to be given hereunder shall be in writing and shall be deamed effective when personally delivered, seen via overright delivery as, I mailed, three (3) days after the date deposited in the United States Mail. postage prepaut, registered, or carbilled. and return receipt requested or by empil communication. Unless changed by written nutice given by one party to the owner as provided herein; such notices shall be given to intelligible at the following ಇದರೇಶಿತ್ತ:

The industrial Hemp and Madical Merituane Consulting Company, Inc. 8174 Las Veges Boulevant South, \$108-367 Las Vegas, Navada 89123

Such natices shall be given to line Client at the address and/or amail listed on life with IHMMACC.

Saverabelliv

in the event that any of the provisions of this Agreement are held to be invalid or chenforceable by any count of competent jurisdiction. In a remaining provisions hereal shall not be allested thereby, and the provision found invalid or unanforceable shall be revised or interpreted to the extent permitted by law so as to uphold the validity and anteresability of this Agramant and the intern of the parties as expressed

This Agreement shall be governed by one interpreted, construed, and enforced in accordance with the laws of the State of Nevada and venue shall be in Clark county Nevada.

This Agreement, along with all amendments and counterports referred to nerein, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior agreements, either oral or waters, between the parties with respect thereto. Any modification to this Agreement must be made in writing and signed by all of the parties.

The section headings used in this Agreement are included solely for conversance and shall not affect the interpretation of this Agreement.

Waiver

the term or condition of this Agreement shall be deemed to have been waited except by written instrument of the party charged with such waiver.

MARKEC is a whilly covered individually of Hegyp

#### Construction of Words

The language herein shall be construed, in all cases, according to its plain meaning and not for or against citing party.

Provention of Parlemence by IHMMCC

tribitACC shell not be liable for any lose or damage to the Chern (including, without timitation, direct indirect, incidental and consequential damages) due to any fulfilling in its performance hereunder. (i) because of compliance with any order request, or control of any governmental authority or person purporting to set therefore, whether or not said order, request or control ultimately proves to have been invalid; or (ii) when its performance is interrupted, frustrated or prevented, or remiered impossible or imprecibles because of wars hospitives, public disurders, acts of remarker enemies, sabotage, strikes, lockouts, takes or sampleyment difficulties, fires, or into to God, or any couse beyond its carrol, whether or not similar to any of the (pregoing, Without limitation of the foreigning, PEN shall not be required to challenge or resist any such order, request or control, or to proceed or alternet to proceed with performance anell involve additional expense or a departure from its normal practices, unless the purious shall expressely agree as to the further obligations (including, whence result thereof.

Walver of Breach

The waiver of any breach of any term or condition of time Agreement shall not be desired to consistute the waiver of any subsequent breach of the same or any other term or condition hereof.

#### Remedies

The remedies provided to the parties by this Agreement are not exclusive or exhaustive, but completive and in edition to any other females the parties may have, at law or in equity.

Attornoy's Fees

If legal action is commenced by either party to anionse or defend its rights under this Agreement, the prevailing party in turds action whell be emitted to recover its costs and reasonable attorneys' fees in ordinants alternated if any) is rendered with respect to the claims assented in the complete, and the term 'reasonable attorneys' fees' and treasonable attorneys' fees' and treasonable attorneys' fees' and those attorneys' fees' accusely incurred in obtaining a judgment in layor of the provising party.

Survival

The indemnities, representations and warranties set forth herein shall survive the expiration, termination of reactission of this Agreement for a period of one (?) year

Counterparts

This Agreement may be executed in one or indire counterpans, each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have only executed this Professional Consulting Services Agreement effective on this 18th day of March, 2014.

THE INDUSTRIAL HEAP AND MEDICAL MARIADANA CONSULTING COMPANY, INC., a wholly owned additional of Mampa, Inc.

No. Probactives Horspie and Mathematical place Consultance Company, inc.

Claim. Anna Franco CEO.

Datest

3/19/14

Pant Name:

Strategic Cikibal Investments, Inc.

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Seen and

Address:

8451 Miratent Drive, Suite O

City/Stone/By.

Sen Diego, CA 93126

Small Address

endy@wszec.com

Skeak.

760.685.7171

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# #22

# **Production Agreement**

Date 4-11-2014 Job # 1001

This agreement is made as of this date, April 4, 2014, between Contracting Client Strategic Global Investments ("Client"), and Television101 Production Company ("Producer").

Producer hereby agrees to produce and deliver to Client the production of the below referenced media ("Sizzle Reel, Working Title TBD"), subject to and in accordance with all terms, conditions, and specifications set forth herein.

Working Title: "The Collective or TBD"

Length: 3:00 to 7:00

Media Type: Digital HD

Sound: Yes

Project Cost: 1st Installment \$7,500.00

2nd Installment to be agreed upon by Client and Producer on a later date.

Total Cost: TBD and agreed upon by Client and Producer.

Ist Installment due Immediately. Total \$7,500.00

It is the essence of this Agreement that all completed media and services supplied by Producer shall be of applicable production standards. Producer agrees that the media shall be of quality, artistically produced with direction, photography, sound, art, animation, synchronization and other physical and aesthetic content as agreed upon by Client and Producer.

Agreed and Signed

Client: Strategic Global Investments

Producer: Television101

Hollac-Lass, Signature

Date: April 11, 2014

# #23



# Memorandum of Understanding

This Memorandum of tjaderstanding is between Souphox Multimedia incorporated. a California Comparation hereinafter referred to as Soupbox and Strategic Global Investments Incorporated, a Delaware Corporation hereinafter referred to as STBV.

#### Whereas:

STBV desires to produce a video program about the legal Cannabis industry in Colorado as a part of the company's overall business strategy.

Scapbox is a professional video production company owned and managed by Emmy. Award-winning producers Non Franklin, Lenke Angel and Chris Tirtle.

#### Agreement:

STBV and Scapbox hereby agree to jointly proceed with pre-production creative. development of a video program that can be marketed to cable television networks.

Scapbox will develop the creative concepts for the show, write a script for the promoreel, develop graphics, record audio and music and edit a finished video promo reel approximately 90 seconds in length.

Scapbox will develop full production budgets and shooting schedules for 13 episodes of the TV show.

STBV agrees to pay Scapbox \$5,000 for production of the promo reel and preparation of production schedules and budgets for the show. The promovideo will be delivered to STBV by Soapbox as a 1080p video file within two weeks after this agreement is funded.

STBV agrees to partner with Scapbox for a full 13-week season of episodes provided that funding for the project is secured and production budgets have been mutually agreed:

Date of this aggreement: March 4 2014

Alter Brandli. Ron Franklin CEO:

Lenke Angel

For Scapbox Multippedia jac.

Andrew Fellner CRO

For Strategic Global Investments, Inc.

STRATEGIC 00080 . .

# #24

## Item 24

Contact information for Andrew S. Zucker, Esq. Isaacman, Kaufman & Painter 10250 Constellation Blvd., Suite 2900 Los Angeles, CA 90087 310.881.6800



#### The Industrial Hemp and Medical Marijuana Consulting Company, Inc. PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT line "Agreement") is entered into the execution date Egned below by and between THE INDUSTRIAL HEMP AND MEDICAL MARULIANA CONSULTING COMPANY, INC., hereineflar referred to as "HalbICC", a Neveda Corporation, for least and its hoirs, executors, administrators, related entities and assigns, and Strategic Global Investments, Inc. whose signature is executed below, hereination retorned to as "Client".

WHEREAS, Client is interested in obtaining professional consulting cervices in the Industrial FrempMedical Marijuana Industry, and WHEREAS, GRAMACC has agreed to provide the following and other related professional services for Client. Currisiting Services specific to the industrial Hempilifedical Marijuana industry in the erea of sales and marketing strategy, press reseases, public company vertues. and general industry specific business guidence.

NOW, THEREFORE, for and in consideration of the promises and the mutual coverants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and on the terms and combions set forth herein, the parties have agreed and hereby do agree as follows:

Services

MMMCC shall provide to Client the professional services listed above on a consisting basis during the

#### Engagement

The Client hereby engages intbitsCC to provide the professional services stated herein.

Excluded Sarrises and Lisbilities address the Agreement, and shall not undertake, any activity which address has no designation or authority under the Agreement, and shall not undertake, any activity which a prohibited by the federal government to regard to industrial Herophiladical Manifester regardless of the ropismantarion of any State Medical Marguera Program. Marcover, the parties acknowledge and agree than imblacco may not be held responsible for any damages, costs, or liabilities related to the any such services delivered by the Client related to Industrial Hempited College Marquana.

## Professional Services

BRAMCC shall use its best affine to ensure that all professional services provided by HMMCC are provided in compliance of all times with all applicable state and federal laws, rules, and regulations.

## Professional Foes

The Chart and Historica agree that the fews set forth in this Section are name pass to Historica in consideration by its automive business knowledge and superiones in the industrial Hampshedical Marbuana industry and that such fees have been nagotisted at ann's temper and are fair, researchise, and consistent with lab market value of the services furnished by PrivileCC.

### Payment Turns

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#### Additional Remedies

in the event the default by either party involves the fedure to make a payment as provided in this Agrosment the non-releasing party shell, in addition to the recovery of the unpaid amount, be entided to reasonable atterney's fees and coats of collecture, and shall be further emitted to interest in such unpaid amounts from the date such amounts become due and payable.

#### Effect of Termination

In addition to any other provisions of this Agreement if this Agreement is terminated pursuant to the above. Then notines the Clern nor their philippes they use jety upon, or represent to any pursuant the affiliation with this MCC for any purpose.

#### No Warranty

The Client accommendations that thickNCC has not made and will not make any express or implied werranties or representations that the survices provided by middleC will result in any particular amount or level of revenues to the Client or recome to any Client.

#### *otions

Except as otherwise expressly set fight herein, all notine required or permitted to be given neuroinder since for in writing and shall be dearmed effective when personally delivered, and via overnight delivery or if mailed, three (2) days after the date deposited in the United States Mell, postage prepaid explained or cariffed, and return receipt requested or by email communication. Hinsex changes by written notice given by one party to the other as provided trensin, such notices what to given to intellight of the following sudices:

The Industrial Herna and Medicel Marijusca Consulting Company, Inc. 8174 Les Vegas Bouleverd Scoth, \$109.367 Las Vegas, Neveda, 89123

Such reduces shall be given to the Ottent at the address analog equal listed on life with INMAGO.

#### Saverability

in the event that any of the provisions of this Agreement are held to be invalid or unenforceable by any court of comparison (unsolicition, the remaining provisions hereof wheth has be attacted thereby, and the provision found invalid to unantimoselide shall be revised or interpreted to the extent permitted by tew so as to uphold the validity and enforceability of this Agreement and the bitem of the patrice as expressed berein.

### Germine Law

This Agreement shall be governed by, and interpresed, construed, and enforced in accordance with the laws of the State of Marada and senue shall be in Clark county Merada.

#### Entire Agreement

This Agredment, along wen as amendments and counterparts referred to hereat, considute the entire agreement between the period with respect to the subject distancement and supersected any end as once agreements, allower or all or written, between the parties with respect theoret. Any mixilization to this Agreement must be made in writing and algred by all of the parties.

## gattings

The section haddings used in this Agreement are included actiety for convenience and shall not affect the interpretation of this Agreement.

#### Waiver

No term or condition of this Agreement shall be desired its have been we'ved except by withen instrument of the party charged with such we'ver

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Construction of Words

The language harein shall be construed in all cases, according to us plan meaning and not for or against all lar pany.

Prevention of Parlormance by IMMMCC

inhibitics shall not be liable for any loss or damage to the Chern (including, remost limitation, direct industrial and consequented damages) due to any fellors in as parliaments horsunder. If perceives of compliance with any order, request, or control of any governmental authority or person purporting to set therefore, whether or not said order, request or control utmastely proves to have been invalid, or (ii) when its performance is interrupted, frustrated or prevented, or rendered impossible or impractices necessed in wars, hosticises, public disorders, ects of terruitism enterines, sabotage, surfaces, or not similar to employment difficulties, fires, or note of God, or any cause beyond its control whether or not similar to any of the transpare. Without limitation of the foregoing, PCN shall not be required to challenge or resist any such adait, request or include at the foregoing. PCN shall not be required to challenge or resist any such adait, request or include at the ordered or attempt to proceed with portionance of euch performance shall involve additional expense or a departure from its normal practicus, unless the perfect shall expressiv agree as to the further utilipations (incauting, without invalidon, an oilligation to been all or part of any such additional expense) to be been by the Client as a result thereof.

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The waiver of any breach of any larm or condition of line Agreement shall not be desired to constitute the waiver of any subsequent breach of the same or any other term or condition hereof.

Remedies

The remedies provided to the parces by this Agreement are not exclusive or exhibitive, but cumulative and in addition to any other remedies the parties may have or law or in equity

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Survival

The indeputities, representations and warrantes set form herein shall survive the expendion termination of rescission of this Agreement for a period of one (1) year

Counterparie

This Agreement may be executed in one or more countercents, each of which shall for all curposes be deemed to be an original and all of which shall considue one and the rema mattureed.

IN WITNESS WHEREOF, the perces have only executed this Professional Consulting Services Agreement effective on this 18th day of March 2014

THE INDUSTRIAL HEMP AND MEDICAL MARIJUANA CONSULTING COMPANY INC. IS whosy writed audicidity of Name, like.

New York County (SB

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Smillion Strategic Global Investments, inc.

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#### JGMJ Consulting A Medical Marijuana Consulting Company PROFESSIONAL CONSULTING SERVICES AGREEMENT Saffa - Affarttilletting - Depther Ampley

THIS CONSULTING SERVICES AGREEMENT (the "Agreement") is entered into the execution date signed below by and between JGMJ Consulting hereinafter referred to as "JGMJ", a Cenedian Company for itself and its heirs, executors, administrators, related entities and assigns, and Strategic Global Investments, inc. whose signature is executed below, hereinetter referred to as "Client"

WHEREAS, Client is interested in obtaining professional consulting services in the Industrial Hempi Medical Manipuana Industry, and WHEREAS, JGMJ has agreed to provide the following and other related professional services for Client: Consulting Services specific to the Industrial Hamp/Medica: Marijuana Industry and general industry specific business guidance

NOVV, THEREFORE, for and in consideration of the promises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and on the terms and conditions set forth herein, the parties have agreed and hereby do agree as follows

#### Services

JGMJ shall provide to Client the professional services listed above on a continuing basis during the term of the Agreement.

The Client hereby engages JGMJ to provide the professional services stated herein.

#### **Excluded Services and Liabilities**

JGMJ has no obligation or authority under this Agreement, and shall not undertake, any activity which is prohibited by the federal government (US or Canada) in regard to industrial Hempi Medical Marijuana regardless of the implementation of any State Medical Marijuana Program. Moreover, the panies acknowledge and agree that JGMJ may not be held responsible for any damages, costs, or @abilities related to the any such services delivered by the Client related to industrial Hemp/Medical Marijuana.

#### Professional Services

JGMJ shall use its best efforts to ensure that all professional services provided by JGMJ are provided an compliance at all times with all applicable state and federal laws, rules, and regulations

#### Professional Fees

The Cleant and JGMJ agree that the fees set forth in this Section are being paid to JGMJ in consideration for its extensive business knowledge and experience in the Industrial Hemp/Madical Marjuana industry and that such feas have been negotiated at arm's length and are fair, reasonable, and consistent with fair market value of the services furnished by JCMJ

The Citeril shell pay to JGMJ a Professional Consulting Fee of 500,000 COMMON Shares of stock and \$1,000 (US) in cash for each term of the Agreement, with said slock and cash being made payable to (TBD) The initial payment of 500,000 Common Shares of stock and \$1,000 (US) in cash is due upon the execution of this agreement. The Client shall further pay to JGMJ as part of the Professional Consulting Fee 500,000 common restricted shares mede payable to (TBD), on a semi-annual basis, and \$1,000 (US) in cash on a semi-simual basis. If payment is not remitted within thirty (30) business days of the date of such payment due date, all services provided by JGMJ to Client will automatically imminate and Client will remain tiable for the payment.

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The Professional Consulting Services Fee may be adjusted from time to time which adjustment mutually approved by Client and JCMJ

#### Fee Agreement

The Client agrees to pay all JGMJ related Fees. JGMJ may establish or change Professional Consulting Services Fees for Renewal Terms by emailing the Client via the email address provided by the Client, or by otherwise notifying the Client in writing in advance of the applicable Renewal Term. This Agreement is personal to the Client, and the Client may not essign the Client's rights or obligations to any third pany.

#### Term

The parties intend that the term of the arrangements under this Agreement shall be for One (1) year with one (1) year renewal options,

#### Termination by JGMJ with Cause

This Agreement may be reminated by JGMJ upon a material breach of any provision of this Agreement by Client that is not cured within thirty (30) days after written or orel notice is given to Client specifying the nature of the alleged breach or upon any change in law or regulation that would inure to the detriment of JCMJ.

#### Termination by JCMJ without Cause

This Agreement may be terminated by JGMJ without cause upon thirty (30) days written notice to Client.

## Termination by Client with Cause

This Agreement may be terminated by Client upon a material breach of any provision of this Agreement by JCMJ that is not cured within thirty (30) days after written notice is given to JGMJ specifying the nature of the alleged breach or upon any change in law or regulation that would inure to the detriment of Client.

## Termination by Cilant without Cause

This Agreement may be terminated by Client without cause upon thirty (30) days written notice to JGMJ. in the event said Agreement is terminated without cause there shall be no proration of the mitial or semiannual fee due from Client.

#### Additional Remedies

In the event the default by either party involves the failure to make a payment as provided in this Agreement, the non-defaulting party shall, in addition to the recovery of the unpeid amount, be entitled to reasonable attorney's fees and costs of collection, and shall be further entitled to interest on such unpaid amounts from the date such amounts become due and payable

Effect of Termination in addition to any other provisions of this Agreement, if this Agreement is terminated pursuant to the above, then neither the Client nor their effiliates may use, rely upon, or represent to any person or entity. the affiliation with JGMJ for any purpose,

#### No Warranty

The Client acknowledges that JGMJ has not made and will not make any express or implied warranties or representations that the services provided by JGMJ will result in any particular amount or level of revenues to the Client or income to any Client.

#### **Notices**

Except as otherwise expressly set forth herein, all notice required or permitted to be given hereunder shall be in writing and shall be deemed effective when personally delivered, sent via overnight delivery or if mailed, three (3) days after the date deposited in the United States Mell, postage prepaid, registered, or certified, and return receipt requested or by email communication. Unless changed by written rictios given by one party to the other as provided herein, such notices shall be given to at the following address:

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Page 1 of 2

JGMJ Consuming Company 1835 Farnwood Rd Victoria, BC, Canada, VST 2Y5

Such notices shall be given to the Client at the address and/or email listed on file with JGMJ

in the every that any of the provisions of this Agreement are held to be invalid or unenforceable by any count of competent jurisdiction, the remaining provisions hereof shall not be affected thereby, and the provision found invalid or unenforceable shall be revised or interpreted to the extent permitted by law so as to uphold the validity and enforceability of this Agreement and the intent of the parties as expressed

#### Governing Law

This Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the east of the State of CA and venue shall be in San Diego county CA

#### Entire Agreement

This Agreement, along with all amendments and counterparts referred to herein, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior agreements, either oral or written, between the parties with respect thereto. Any modification to this Agreement must be made in writing and signed by all of the parties.

The section headings used in this Agreement are included solely for convenience and shall not affect the interpretation of this Agreement

#### Waiver

No torm or condition of this Agreement shall be deemed to have been waived except by written instrument of the party charged with such waiver

#### Construction of Words

The language herein shall be construed, in all cases according to its plain meaning and not for or against either party

## Prevention of Performance by JCMJ

JGMJ shall not be liable for any loss or damage to the Client (including without limitation, direct, indirect, incidental and consequential demages) due to any failure in its performance hereunder; (1) because of compliance with any order, request, or control of any governmental authority or person purporting to act therefore, whether or not said order, request or control allumately proves to have been invelid; or (ii) when 113 performance is interrupted. Instrated or prevented, or rendered impossible or impractical because of wers, hostilities, public disorders, acts of terrorism enemies, sabolage, strikes, lockouts, labor or employment difficulties, fires, or acts of God, or any cause beyond its control, whether or not similar to any of the foregoing. Without limitation of the foregoing, PEN shall not be required to challenge or resist any such order, request or control or to proceed or attempt to proceed with performance if such performance shall brooke additional expense or a departure from its normal practices, unless the parties shall expressly agree as to the further obligations (including, without limitation, an obligation to bear all or part of any such additional expanse) to be borne by the Caert as a result thereof.

### Walver of Breach

The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the weiver of any subsequent breach of the same or any other term or condition hereof

The remedies provided to the panies by this Agreement are not exclusive or exhaustive, but cumulative and in addition to any other remedies the parties may have, at law or in equity

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Page 1 of 2

Attorney's Fees

if legal action is commerced by either party to enforce or defend its rights under this Agreement, the prevailing party in such action shall be emitted to recover its costs and reasonable attorneys' fees in addition to any other relief granted. The term "prevailing party" shall mean the party in whose favor final judgment after appeal (if any) is rendered with respect to the claims asserted in the complaint, and the term "reasonable ulknishes, beer, are those altoways, tess entrolly invested to obtaining a Indiament in fevor of the preveling party.

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The indemnities, representations and warranties set forth herein shall survive the expiration, termination. or rescission of this Agreement for a period of one (1) year.

Countaments
This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Professional Consulting Services Agreement effective on this 24 The day of E 14 Feb , 26 , 2014 Bu: Kikkl Conscinue Print Name: NOREW FELLINER 8457 MIRRIANI DR SUITE D dillions: SANDIFGO CA 92126 Can State Zio Y & WAZILLO, COM Finar! Address Huns!

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# #25

# JGMJ Consulting A Medical Marijuana Consulting Company PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (the "Agreement") is entered into the execution date signed below by and between JGMJ Consulting hereinafter referred to as "JGMJ" a Canadian Company for itself and its heirs, executors, administrators, related entities and assigns, and Strategic Global Investments Inc. whose signature is executed below, hisrainafter referred to as "Client"

WHEREAS, Client is interested in obtaining professional consulting services in the Industrial Hemp/Medical Marijuana Industry, and WHEREAS, JGMJ has agreed to provide the following and other related professional services for Client: Consulting Services specific to the Industrial Hemp/Medical Marijuana Industry and general industry specific business guidance

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and on the terms and conditions set forth herein, the parties have agreed and hereby do agree as follows:

#### Sarvices

JGMJ shall provide to Client the professional services listed above on a continuing basis during the term of the Agreement.

#### Engagement

The Client hereby engages JGMJ to provide the professional services stated herein.

## Excluded Services and Liabilities

JGMJ has no obligation or authority under this Agreement, and shall not undertake, any activity which is prohibited by the federal government (US or Canada) in regard to Industrial Hemp/Medical Marijuana regardless of the implementation of any State Medical Marijuana Program Moreover the parties acknowledge and agree that JGMJ may not be held responsible for any damages, costs, or liabilities related to the any such services delivered by the Client related to Industrial Hemp/Medical Marijuana.

#### Professional Services

JGMJ shall use its best afforts to ensure that all professional services provided by JGMJ are provided in compliance at all times with all applicable state and federal laws, rules, and regulations

## Professional Fees

The Client and JGMJ agree that the fees set torth in this Section are being paid to JGMJ in consideration for its extensive business knowledge and experience in the Industrial Hemp/Medical Marijuane Industry and that such fees have been negotiated at arm's length and are fair, reasonable, and consistent with fair market value of the services furnished by JCMJ.

#### Payment Method

The Client shall pay to JGMJ a Professional Consulting Fee of 500,000 COMMON Shares of stock and \$1,000 (US) in cash for each term of the Agreement, with said stock and cash being made payable to (TBD) The initial payment of 500,000 Common Shares of stock and \$1,000 (US) in cash is due upon the execution of this agreement. The Client shall further pay to JGMJ as part of the Professional Consulting Fee 500,000 common restricted shares made payable to (TBD), on a semi-annual basis and \$1,000 (US) in cash on a semi-annual basis. If payment is not remitted within thirty (30) business days of the date of such payment due date, all services provided by JGMJ to Client will automatically terminate and Client will remain liable for the payment.

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Page 1 of 2

The Professional Consulting Services Fee may be adjusted from time to time which adjustment mutually

#### Ege Agreement

The Client agrees to pay all JGMJ related Fees. JGMJ may establish or change Professional Consulting Services Fees for Removal Terms by emailing the Client via the email address provided by the Client, or by otherwise notifying the Client in writing in advance of the applicable Renewal Term. This Agreement is personal to the Chent, and the Chent may not essign the Client's rights or obligations to any third party

The parties inrend that the term of the emangements under this Agreement shall be for One (1) year with one (1) year renewal options,

## Termination by JGMJ with Cause

This Agreement may be terminated by JGMJ upon a material breach of any provision of this Agreement by Client that is not cured willer, thirty (30) days after written or oral notice is given to Client specifying the nature of the alleged breach or upon any change in law or regulation that would inure to the detriment of

## Termination by JCMJ without Cause

This Agreement may be terminated by JGMJ without cause upon thirty (30) days written notice to Client.

## Termination by Client with Cause

This Agreement may be terminated by Client upon a material breach of any provision of this Agreement by JCMJ that is not cured within thirty (30) days after written notice is given to JGMJ specifying the nature of the alleged breach or upon any change in law or regulation that would inuse to the detriment of Client.

## Termination by Client without Cause

This Agreement may be terminated by Client without cause upon thirty (30) days written notice to JGMJ. in the event said Agreement is terminated without cause there shall be no proration of the initial or semi-

#### Additional Remedies

in the event the default by either party involves the failure to make a payment as provided in this Agreement, the non-defaulting party shall, in addition to the recovery of the unpaid amount, be entitled to reasonable attorney's fees and costs of collection, and shall be further entitled to interest on such unpaid amounts from the date such amounts become due and payable.

## Effect of Termination

in addition to any other provisions of this Agreement if this Agreement is terminated pursuant to the above then neither the Client nor their affiliates may use, rely upon, or represent to any person or entity.

The Cilent acknowledges that JGMJ has not made and with not make any express or implied warranties or representations that the services provided by JGMJ will result in any particular amount or level of revenues to the Client or income to any Client.

Except as otherwise expressly set forth herein, all notice required or permitted to be given hereunder shall be in writing and shall be deemed effective when personally delivered, sent via overnight delivery of if marked, three (3) days after the date deposited in the United States Mail, postage prepaid, registered, or certified, and return receipt requested or by email: communication. Unless changed by written notice given by one party to the other as provided herem, such notices shall be given to at the following address:

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Page 1 of Z

JGMJ Consulting Company 1835 Farmyood Rd Victoria, BC, Canada VST 2YS

Such notices shall be given to the Client at the address and/or small listed on file with JCMJ

in the event that any of the provisions of this Agreement are held to be invalid or unenforceable by any court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby, and the provision found invalid or unenforceable shall be revised or interpreted to the extent permitted by law so as to uphold the validity and enforceability of this Agreement and the intent of the parties as expressed

#### Governing Law

This Agreement shall be governed by, end interpreted, construed, and enforced in accordance with, the aws of the State of CA and venue shall be in San Diego county CA.

#### Entire Agreement

This Agreement, along with all amendments and counterparts referred to herein, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all phor agreements, either oral or written between the parties with respect thereto. Any modification to this Agreement must be made in writing and signed by all of the parties.

#### <u>Headings</u>

The section headings used in this Agreement are included solely for convenience and shall not affect the

#### Waiver

No torm or condition of this Agreement shall be deemed to have been waived except by written instrument of the party charged with such walver

## Construction of Words

The language herein shall be construed, in all cases, according to its plain meaning and not for or against alther party.

## Prevention of Performance by JCMJ

JGMJ shall not be liable for any loss or camage to the Client (including, without limitation, direct, indirect, incidental and consequential damages) due to any failure in its performance hereunder; (i) because of compliance with any order, request, or control of any governmental authority or person purporting to act therefore, whether or not said croer, request or control ultimately proves to have been invalid; or (ii) when its performance is interrupted. Instrated or prevented, or rendered impossible or impractical because of wars, hostilities, public disorders, acts of terrorism enemies, sabotage, strikes, lockouts, labor or employment difficulties, fires, or acts of God, or any cause beyond its control, whether or not similar to any of the foregoing. Without limitation of the foregoing, PEN shell not be required to challenge or resist any such order, request or control, or to proceed or attempt to proceed with performance of such performance shall involve additional expense or a departure from its normal practices unless the parties shall expressly agree as to the further obligations (including, without limitation, an obligation to bear all or part of any such additional expense) to be borne by the Client as a result inereof

#### Walver of Breach

The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the welver of any subsequent breach of the same or any other term or condition hereof

The remedies provided to the parties by this Agreement are not exclusive or exhaustive, but comulative and in addition to any other remedies the parties may have, at law or in equity

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Attorney's Fees
If legal ection is commenced by either party to enforce or defend its rights under this Agreement the prevailing party in such action shall be entitled to recover its costs and reasonable attorneys' fixes in addition to any other relief granted. The term "prevailing party" shall mean the party in whose favor final udgment after appeal (if any) is randered with respect to the cleans asserted in the complaint, and the term 'reasonable attempts' fees, are those offereeks, tees ormally arrested to obtaining a Indiament to

Survival

The indemnities, representations and warranties set forth herein shall survive the expiration, termination. or resossion of this Agreement for a period of one (1) year.

Countemarts
This Agreement may be executed in one or more counterparts, each of which shell for all purposes be

IN WITNESS WHEREOF, the panies have duty executed this Professional Consulting Services Agreement effective on this 26 to day of 52.75 2014. Dura Feb , 26 , 2014 Ex: Kikkl Consult Prant Name: 8457 MIRRIANI DA SUITE D deletions Can Naw Zap Emuel . tekirons Hune Fax:

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